Vancouver City Council

Anne McEnerny-Ogle, Mayor
Bart Hansen - Ty Stober - Erik Paulsen
Sarah J. Fox - Diana H. Perez - Kim D. Harless

City Council Meeting Agenda
December 15, 2025

In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated. The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast (live closed captioning available), CVTV cable channels 23 / HD 323, and on the City's Facebook page.

Public testimony will be accepted regarding any matter on the agenda below. Advance registration will be required.

Unless otherwise announced by the Presiding Officer, each speaker may testify once for up to three minutes under each public testimony opportunity below and will be asked to provide their name and city of residence for the record.

Testimony will be accepted in the following manner:

- **Written comments submitted in advance**: Email comments to the City Council until 12:00 p.m. December 15, 2025. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting**: Register in-person at City Hall. In-person registration is open until 6:30 p.m. on December 15, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on December 15, 2025.

Visit the city's website for more information and to register under Community Testimony or call the City Manager's Office at (360) 487-8600.

Further instructions for accessing the virtual meeting (for remote testimony) will be provided upon registration.

Upon request, printouts of agenda materials will be provided, including large print.

Workshops: 4:00-5:30 p.m.

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Performing Arts Center Evaluation Update
(Approximately 1.5 hours)

Natasha Ramras, Chief Financial Officer, natasha.ramras@cityofvancouver.us

Council Dinner / Executive Session Re: Personnel RCW 42.30.110 (1)(g) (1 hour, 5:30 - 6:30 PM)

Regular Council Meeting

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Pledge of Allegiance

Call to Order and Roll Call

Council Oaths of Office; Mayor McEnerny-Ogle and Councilmembers Erik Paulsen, Diana Perez, and Kim Harless

Proclamations

Homeless Persons' Memorial Day

Portland Tower Appreciation

Community Communication
This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Consent Agenda
The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

1. Contract Amendment – Increase in Contract Funding for Conflict Public Defense – Andrews Terry Jeffers LLP

Staff Report: 246-25

Request: On Monday, December 15, 2025, authorize the City Manager, or designee, to finalize and execute amendment # 3 to contract C-101510 with Andrews Terry Jeffers LLC, up to a maximum of $718,000.

Kimbra Ledbetter, Financial Analyst, Rebecca Small, Senior Policy Analyst, Kimbra.Ledbetter@cityofvancouver.us, rebecca.small@cityofvancouver.us

2. Contract Amendment – Sourcewell Contract for the Purchase of Unified Communications Hardware, Software, and Services - C-101849

Staff Report: 247-25

Request: On Monday, December 15, 2025, authorize the City Manager, or their designee, to approve purchases from ConvergeOne, Inc. under Sourcewell contract #120122-AVY for the life of the contract up to the current authorized budget.

Beau Hull, Computer Services Manager, Beau.Hull@cityofvancouver.us

3. Contract Amendment - New Public Works Operations Campus - Skanska General

Contractor Construction Manager

Staff Report: 248-25

Request: On Monday, December 15, 2025, authorize the City Manager, or designee, to authorize the execution of Contract Amendment #2 with Skanska USA Building Inc. of Portland, OR for MACC #2 (Maximum Allowable Construction Cost) in the amount of $3,773,788.

Jason Olson, Capital Projects Project Manager, Jason.Olson@cityofvancouver.us

4. Lodging Tax Grant Program Award Recommendations

A RESOLUTION relating to the award of lodging tax grant funds and allocation of funding to administrative costs associated with the Lodging Tax Program.

Staff Report: 249-25

Request: On Monday, December 15, 2025, adopt a resolution approving the 2026 lodging tax grant awards recommended by the Lodging Tax Advisory Committee and authorizing the City Manager or his designee to execute professional services agreements with the grant recipients.

Chris Harder, Deputy Economic Development Director, chris.harder@cityofvancouver.us

5. Resolution for Escrow Agreement Between the City of Vancouver, Clark County, Columbia Resource Company, Waste Connections Washington and US Bank

A RESOLUTION authorizing the Vancouver City Manager to finalize and execute the Escrow Agreement between the City of Vancouver, Clark County, Columbia Resource Company, Waste Connections of Washington and US Bank to establish the Designated Capital Improvement and Maintenance Restricted Fund at US Bank.

Staff Report: 250-25

Request: On Monday, December 15, 2025, finalize and approve the resolution authorizing the City Manager or designee to execute an escrow agreement between the City of Vancouver (City), Clark County (County), Columbia Resource Company (CRC). Waste Connections of Washington (WCW) and US Bank.

William Elder, Environmental Services Manager, Will.Elder@cityofvancouver.us

6. Resolution Endorsing the Preferred Land Use Alternative Map for the Our Vancouver Comprehensive Plan Update

A RESOLUTION endorsing the Preferred Land Use Alternative Map as of December 15, 2025 for the Our Vancouver Comprehensive Plan Update, as described below and as shown on the attached Exhibit A.

Staff Report: 251-25

Request: On Monday, December 15, 2025, finalize and approve the resolution formally endorsing the Comprehensive Plan final Preferred Land Use Alternative.

Rebecca Kennedy, Deputy Community Development Director, rebecca.kennedy@cityofvancouver.us

7. Appointment to the City Center Redevelopment Authority Board

Request: On Monday, December 15, 2025, make the following appointments to the City Center Redevelopment Authority Board:

- Reappoint Michi Slick to a full-term position, with a term beginning December 31, 2025, and expiring December 31, 2029.
- Appoint Heather Friend to a mid-term position, with a term beginning immediately and expiring December 31, 2028.

Subcommittee 2

8. Appointment to the Clark County Mosquito Control Board

Request: On Monday, December 15, 2025, reappoint Kayla D'Ambrosi to the City seat on the Clark County Mosquito District Board, with a full-term beginning December 31, 2025, and expiring December 31, 2027.

Subcommittee 2

9. Appointment to the Culture, Arts, and Heritage Commission

Request: On Monday, December 15, 2025, reappoint Shon Lueiss Harris and Michelle Tan, and appoint Ruby Lewis to full-term positions on the Culture, Arts and Heritage Commission. With terms beginning December 31, 2025, and expiring December 31, 2029.

Subcommittee 2

10. Appointment to the Downtown Redevelopment Authority Board

Request: On Monday, December 15, 2025, make the following appointments to the Downtown Redevelopment Authority Board:

- Reappoint Kathleen Kee and Jan Robertson to full-term positions, with terms beginning December 31, 2025, and expiring December 31, 2029.
- Appoint Tyler Pace to a full-term position, with a term beginning December 31, 2025, and expiring December 31, 2029.

Subcommittee 2

11. Appointment to the Planning Commission

Request: On Monday, December 15, 2025, appoint Kate Castenson to a full-term position on

the Planning Commission, with a term beginning December 31, 2025, and expiring December 31, 2029.

Subcommittee 2

12. Appointment to the Salary Review Commission

Request: On Monday, December 15, 2025, reappoint Tyler Freedman and appoint Marilee Scarbrough to full-term positions on the Salary Review Commission, with a term beginning December 31, 2025, and expiring December 31, 2029.

Mayor McEnerny-Ogle

13. Approval of Claim Vouchers

Request: Approve claim vouchers for December 15, 2025.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

14. Right-of-Way Telecommunications Franchise Agreement for Hyperfiber of Washington, LLC d/b/a Ripple Fiber

AN ORDINANCE relating to management of the public rights-of-way, granting to (Hyperfiber of Washington, LLC d/b/a Ripple Fiber) and its affiliates ("Grantee"), a (LLC) (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 221-25

Request: On Monday, December 15, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

Aaron Lande, Assistant City Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

15. Right-of-Way Telecommunications Franchise Ordinance Agreement for Forged Fiber 37 LLC

AN ORDINANCE relating to management of the public rights-of-way, granting to Forged Fiber 37, LLC, a Delaware limited liability company ("Grantee"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions. Grantee and City are sometimes collectively referred to as the "Parties."

Staff Report: 222-25

Request: On Monday, December 15, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

Aaron Lande, Assistant City Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

Communications

A. From the Council

Ending Community Homelessness Organization (ECHO) Letter in Support of State Funding for Homelessness Response

B. From the Mayor

C. From the City Manager

Homeless Situation Report

Community Forum

This is the place on the agenda where the public is invited to speak to Council regarding any matter. Members of the public addressing Council are requested to give their name and city of residence for the record. Speakers are to limit their testimony to a total of three minutes. Up to 90 minutes will be allotted for the Community Forum.

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.

Performing Arts Center Study Presentation

- **Natasha Ramras**
  Chief Financial Officer, Financial Management and Services
- December 15th, 2025

Agenda

- History of the Project
- Project Scope
- Process outline and Recommendations
- Next Steps
- Discussion

Strategic Framework

The 2007 Vancouver City Center Vision endorsed the creation and support of “messy vitality,” a dynamic and rich mix of residential, cultural, civic, retail, and entertainment places that will attract growth, job development, and round-the-clock activity in the downtown Vancouver area.

The City of Vancouver’s 2018 Culture, Arts & Heritage Plan includes one of the Goals of building cultural capacity, leveraging a downtown arts district, and adding cultural space, with specific mentions of performance and rehearsal spaces.

The City of Vancouver 2023-2029 Strategic Plan recognizes the importance of offering unique cultural experiences that fuel connections to place and acknowledge the significance of investing in facilities and other elements of the cultural ecosystem.

Strategic Framework

- Rooted in the City's 2023-2029 Strategic Plan.

Culture and Heritage

Strategic Outcomes - What are we trying to achieve?

Vancouver celebrates culture and heritage. Public events, museums, cultural centers, concerts, and exhibits offer opportunities for communities to learn about different cultures and experiences.

Community Indicators

CH.CI.1 Arts-Related Businesses

CH.CI.2 Economic Impact

CH.CI.3 Creative Vitality Index

Performance Measures

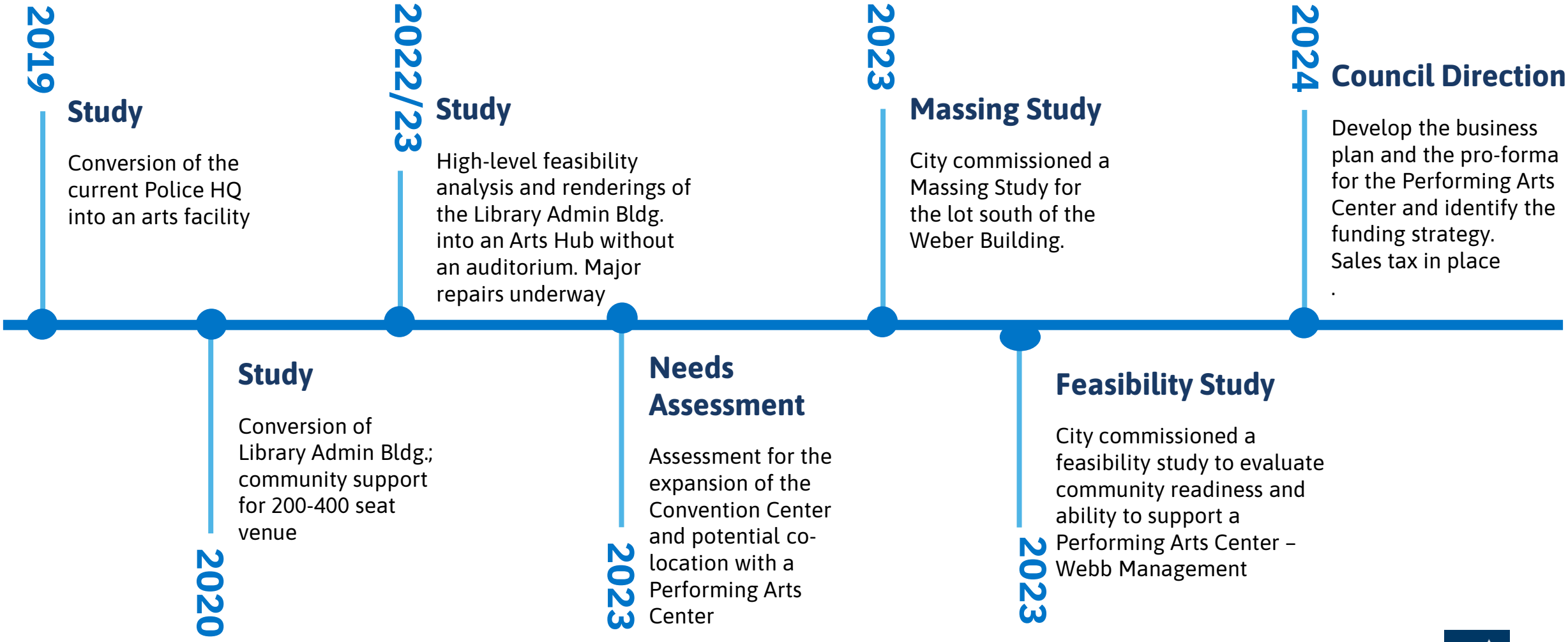
CH.PM.1 Investment in Arts, Culture, and Heritage

CH.PM.2 Participation in Arts, Culture, and Heritage Experiences

CH.PM.3 Indirect Investment in Arts, Culture, and Heritage

CH.PM.4 Geographic Distribution of Arts, Culture, and Heritage Resources

Recent Timeline



Webb Study: Conclusions

There is a potential audience for new facilities, both locally and regionally

There is demand for performance spaces on the part of numerous local arts organizations; most of it is for smaller spaces for performance, rehearsals, and teaching

New arts facilities have been recognized as a critical building block for the City of Vancouver in pursuing its ambition to become a national waterfront city

Webb Study – Recommendation

1. The Arts Hub project can fill an important gap for small and emerging artists and organizations by providing affordable access to reasonable facilities for performance and rehearsal.
2. The next step for the City should then be to develop a 400-600-seat multipurpose venue that will be animated by a combination of local groups and touring programs.
3. There is likely a need for a larger (1,200 to 1,500-seat) performing hall to serve the region in the future.

Current Project: Anticipated Deliverables

- Work with a group of stakeholders to develop a recommendation on the size and activity profile of the Performing Arts Center, based on community needs and the highest likelihood of future financial success
- Evaluate currently available downtown site
- Develop operating pro-forma and high-level estimate of capital cost
- Forecast economic impact on downtown

City of Vancouver, WA

Downtown Performing Arts Center Study
Interim Presentation to City Council

AMS PLANNING & RESEARCH

December 15, 2025

The Project Team

Bill Blake, Principal
AMS

Nora Fleury, Sr
Project Manager, AMS

Lesly Ceballos,
Analyst, AMS

Adam Shalleck,
FAIA
The Shalleck
Collaborative

Lesley Bain,
FAIA
Framework

Jim Kalvelage,
FAIA LEED AP
Opsis Architecture

Carolyn Sizemore
Mortenson

Our team has collaborated on multiple arts and cultural projects – in Vancouver. We have deep knowledge of the sector and the regional market. Our team has direct project experience and is highly adept at creating venues that support the vibrancy of the communities they serve.

The Committee

Performing Arts Stakeholder Committee Members

Anne McEnerny-Ogle..... Mayor
Erik Paulsen.....Mayor Pro-Tempore
Jacob Gamble.....Principal, Cowen Partners
Elizabeth Holmes.....Chief Strategy Officer, Alchemy Partners, LLC
Angela Hult.....President, Kuni Foundation
Jan Oliva.....Philanthropist, Community Member
Jan Robertson.....Chief Operating Officer, Norris, Beggs & Simpson
Igor Shakhman.....Executive Director, Vancouver Symphony Orchestra
Michelle Tan.....Operations Manager, Fourth Plain Commons
Ruth Wikler.....Director of Arts Programming, Partnerships, & Philanthropy, Clark College Foundation

City of Vancouver Staff

Lon Pluckhahn.....City Manager
Natasha Ramras.....Chief Financial Officer
Krista Liles.....Executive Assistant

Learnings and Recommendations from Phase 1

Scope of Work: Shaping the Venue

Phase 1: Shaping the Venue

1. Background Review
2. Project Mobilization Workshop
3. Activity Profile
4. Developing Scenarios
5. Facility Definition
6. Site Evaluation

Today's Agenda

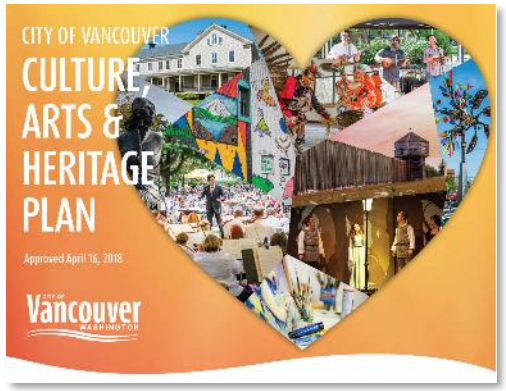
Phase 2: Business Planning

1. Management & Operations Recommendations
2. Operating Pro-Forma & Base Year Forecast
3. Annual Funding Strategy
4. Economic Impact Analysis
5. Workshop & Presentation

Building upon years of City and community planning

The commitment to build a new performing arts facility is demonstrable

2007
Vancouver City Center Vision and Sub-area Plan



2018
City of Vancouver Culture, Arts & Heritage Plan

2020
The KO Projects 2020 Feasibility Study

2022-2023
Ft. Vancouver Library reuse planning study

2024
Needs Assessment for New Performing Arts Facilities in Vancouver, WA (Webb Mgmt)

2024
DRA + PAC Expansion Concept Site Study

Our charge In 2025

The need for cultural space has been a consistent theme in community consultations

City of Vancouver Culture, Arts & Heritage Plan (2018)

ELEMENT 3: CULTURAL SPACE

Vancouver Nurturing Vancouver

THE VISION: Vancouver supports the creation of needed space for culture, arts and heritage by encouraging allocation of space in new buildings and making the process of adapting older buildings for cultural use as easy as possible. New models for artist- and non-profit ownership are explored.

OBJECTIVE 3.1: Expand space available for performances, for performing arts rehearsals and classes

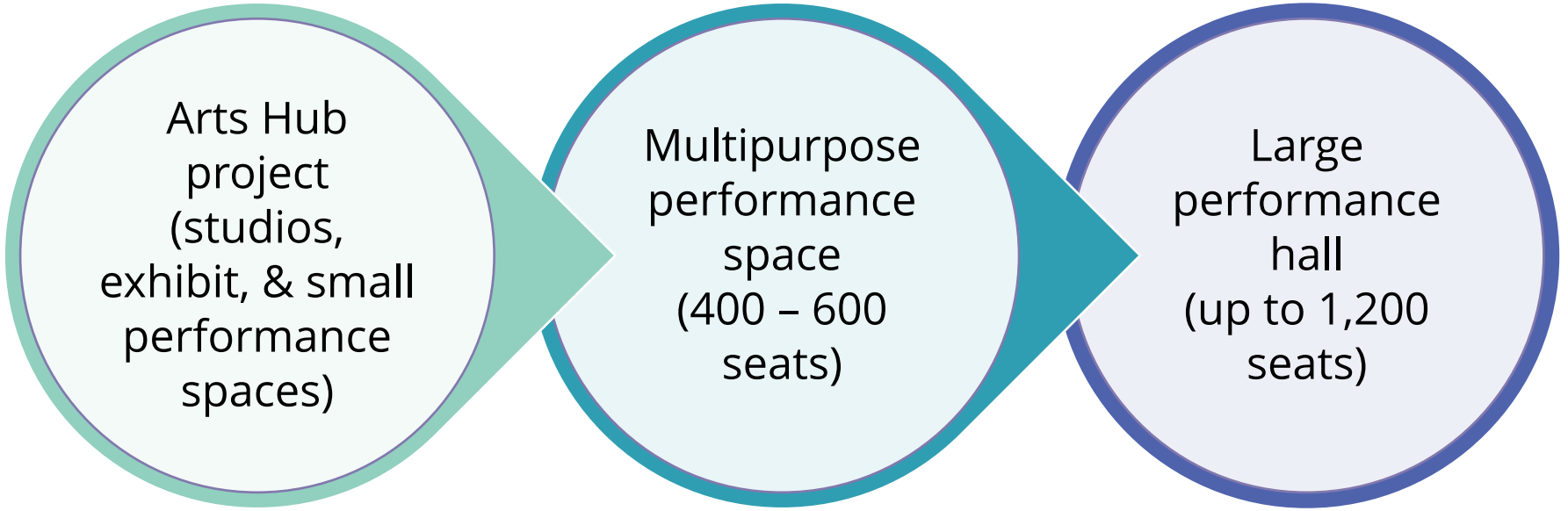
Action 3.1.1	Identify potential property in the heart of the Arts District to renovate to create a hub for performing and visual arts	Action 3.1.3	Increase partnerships with Clark College as an institution and as a location for space for culture, arts and heritage	Action 3.1.5	Support building of a performing arts center that would accommodate large-scale performances
Action 3.1.2	Work with developers of new space to encourage and incentivize inclusion of space for the performing arts	Action 3.1.4	Develop an inventory, including contact information and technical specifications, of performing arts space		

OBJECTIVE 3.2: Expand space available for the making, teaching and display of art

Action 3.2.1	Consider including shared meeting and commercial space for culture, arts and heritage in the renovation/ reuse plans for the Slocum House	Action 3.2.2	Renovate the Post Hospital for its value as a historic property, and consider partnerships that leverage its revenue-generation potential

Most recently, the 2024 Webb Report recommended a multipurpose performance space 400-600 seats, with opportunity for larger

… where AMS Planning & Research began



- Supports local artists and emerging arts organizations
- Encouraged investment in small, flexible performance space within the project

- Supports local arts organizations & attracts touring programs
- Downtown to support vibrancy & arts district

- Supports touring programs
- Fills a regional gap
- Meets needs of VSO and other local orgs

The Committee defined success for the performing arts center, to inform recommendations & measure decisions against

Note: Based on prioritization of the steering committee at Mobilization Workshop

We revisited community input back to 2018, and (re)engaged with a select sample to affirm facility needs

Past Studies & Surveys

- City of Vancouver Culture, Arts, and Heritage Plan (2018) (n=22)
- Arts Hub Study Survey (n=127)
- Webb Report (2024) Survey & Interviews:
  - Anavai O Te Ora
  - Bravo! Concerts / Vancouver Wine & Jazz Festival
  - Clark College – Theatre Department
  - Columbia Dance
  - Cottage Dance Academy
  - Evergreen Dance Academy
  - Groove Nation Performing Arts
  - Journey Theater
  - Metropolitan Performing Arts
  - Starbird Theatre
  - Vancouver Ballet Folklorico

AMS interviews

- Vancouver Symphony Orchestra
- Hilton Convention Center
- Columbia Dance
- Journey Theater Arts Group
- Vietnamese Community of Clark County
- Oregon Ballet Theatre

Committee Input

- Vancouver Symphony Orchestra
- Clark College Foundation
- City of Vancouver Cultural, Arts, and Heritage Commission
- City of Vancouver
- Community Members

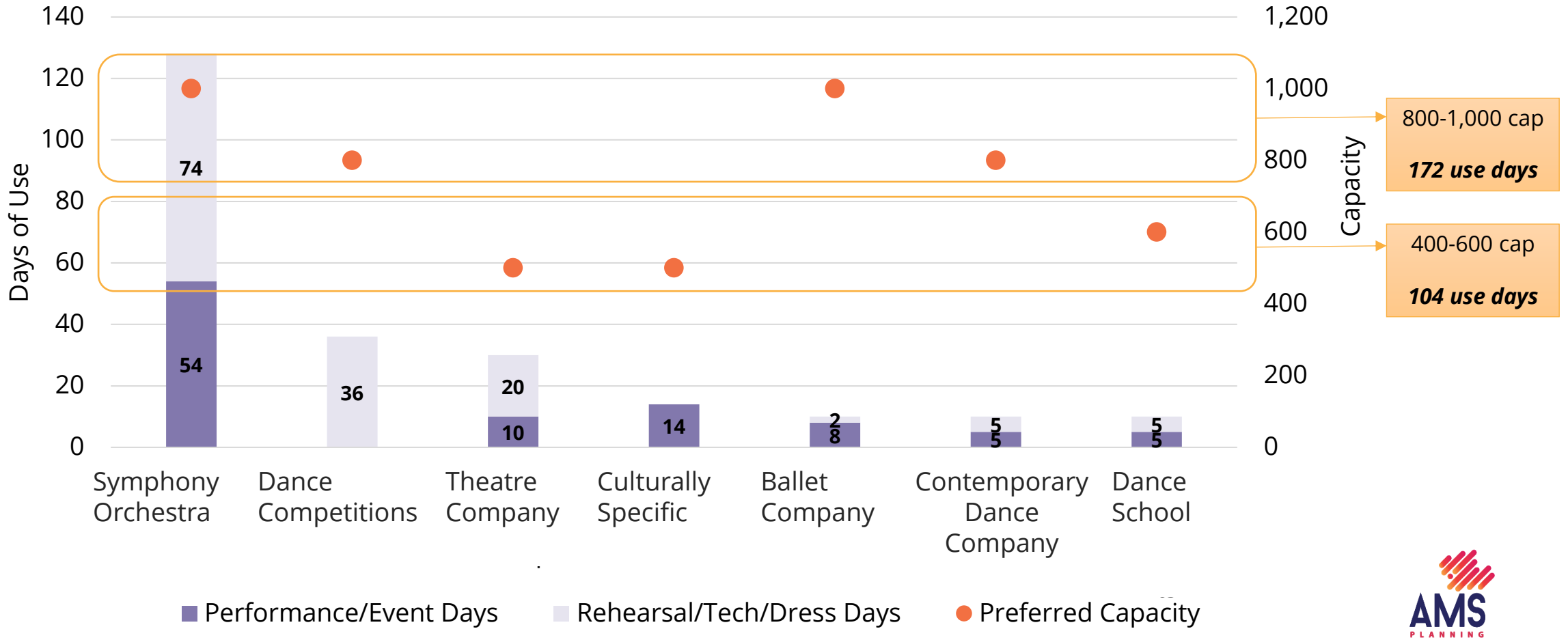
Based on our learnings we narrowed in on:

- Potential users who affirmed they would use the PAC if **facility needs** (optimal capacity, support spaces, etc.) and **rental policies** (rental rates, labor requirements, concessions etc.) are met

- Assumptions around **annual days of use** for different potential users (performance days – public, rehearsal days – not public) to model an annual calendar of use for different facility scenarios.

Two facility scenarios emerge based on community needs: 400-600 capacity & 800-1,000 capacity

How does activity change between the two scenarios?



There is strong demand for both scenarios among local users

Both scenarios require the operator to present to fill calendar (270 use days) & enable definition of success

400 to 600 capacity

Potential Users (Sample):

- Columbia Dance (exclude Nutcracker)
- Groove Nation Performing Arts
- Journey Theater Arts Group
- Anavai O Te Ora
- Vancouver Symphony Orchestra (Chamber)

Notes on Activity:

- 104 use days by local users
- Operator will present content
  - *Smaller ensembles*

800 to 1,000 capacity

Potential Users (Sample):

- Columbia Dance (Nutcracker)
- Vancouver Symphony Orchestra (All)
- Dance Competitions (Convention Center)
- Oregon Ballet Theatre
- Vietnamese Community of Clark County
- Clark College

Notes on Activity:

- 172 use days by local users
- Operator will present content
  - *Touring acts*

There is need for smaller space in the market (<400)…and there are existing spaces + Arts Hub that can accommodate

Organization	Ideal Capacity
Riverside Performing Arts*	300
Metropolitan Performing Arts^	200-250
Cottage Dance Academy^	200
Vancouver Ballet Folklorico^	100-200
Starbird Theatre^	100

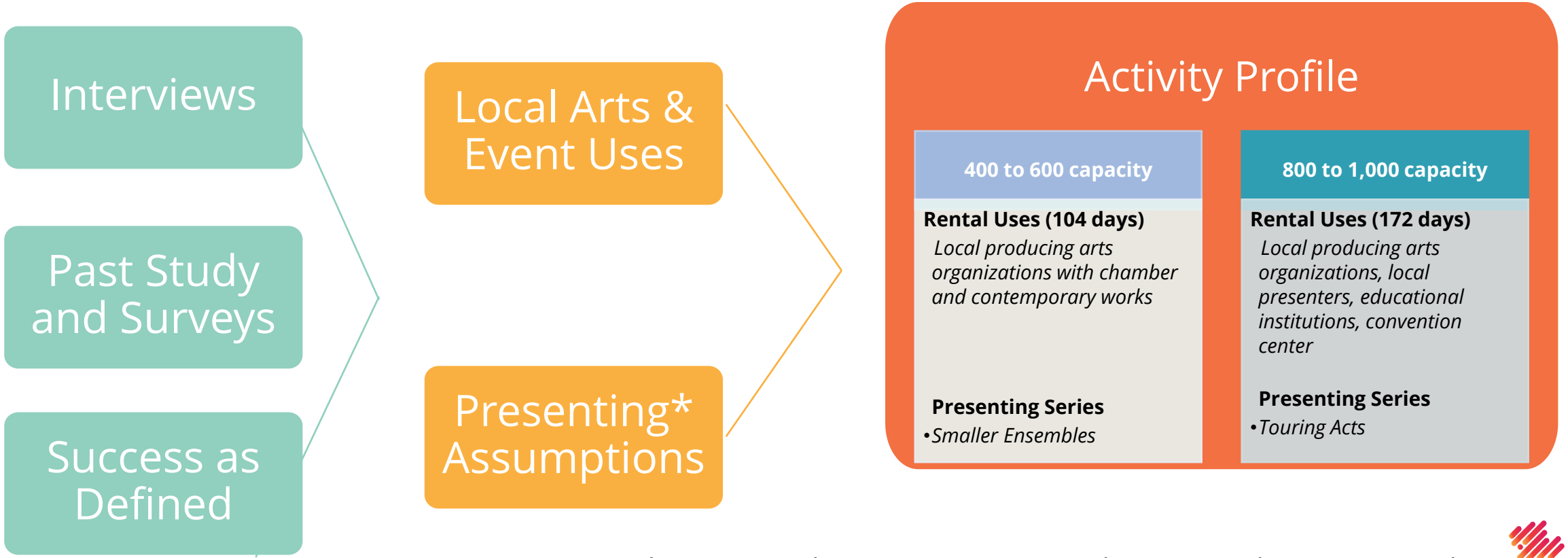
Spaces that could accommodate these groups…

- ArtsCentered (200 & rehearsal space)
- Kiggins Theatre (340)
- Vancouver School for Arts & Academics
  - Black Box Theater (up to 200)
- Magenta Theatre (142)

^2024 Webb Study
**2023 Arts Hub Study*

Activity is modeled based on accumulated inputs

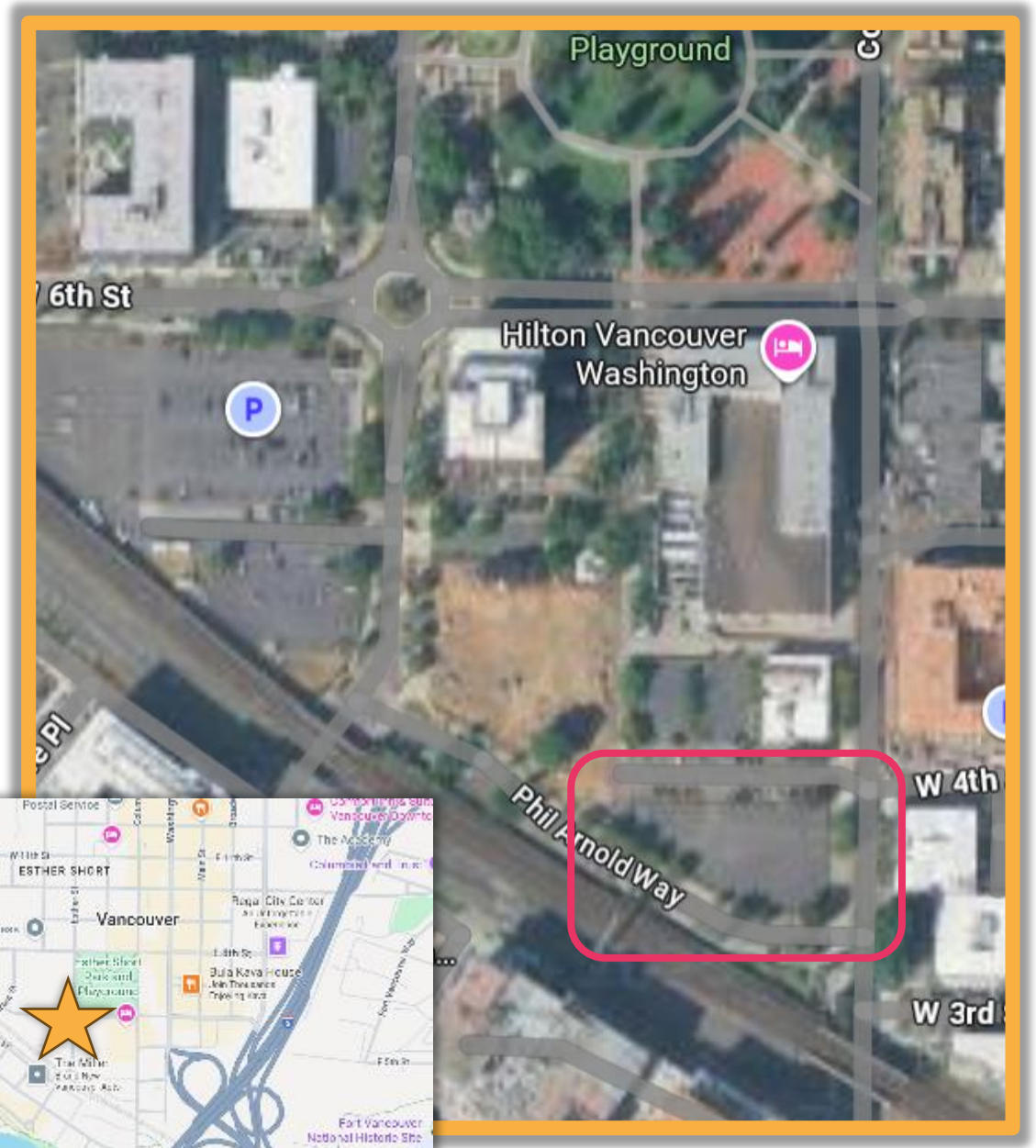
There is significant community demand across two capacity configurations (400-600 capacity without balcony & 800 – 1,000 capacity with balcony)

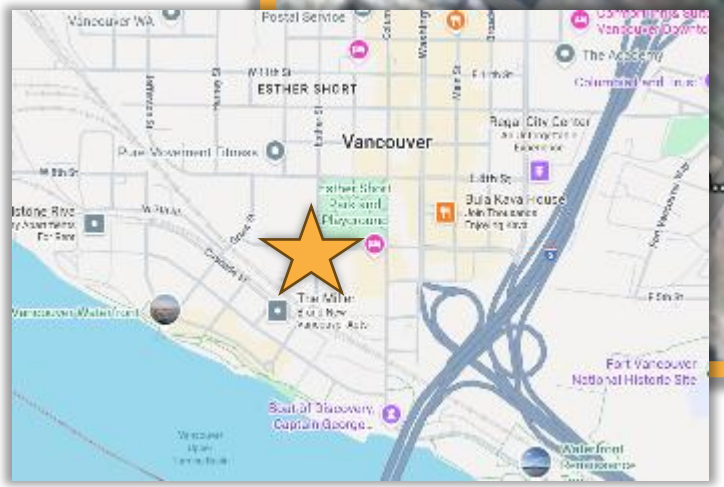


*Presenting = bringing touring acts to the venue at the operator's risk.

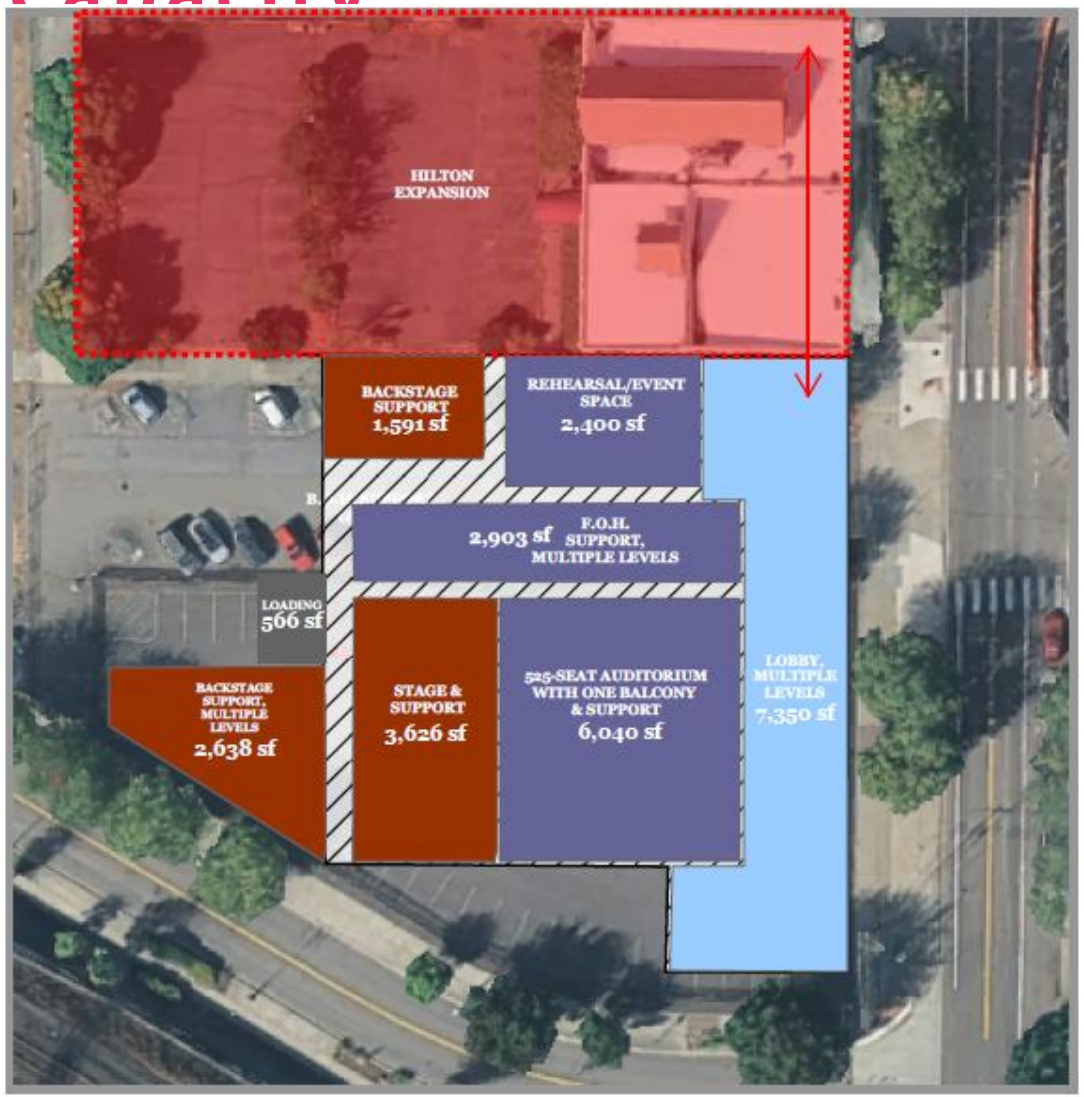
The Site and Opportunity

- City owned and controlled land
- Shared with the Convention Center expansion
- Prominent Downtown location on corridor connector to Waterfront
- Potential shared-services with the Conventions Center and future mixed-use development
- Shared loading-dock and truck access with the Convention Center expansion

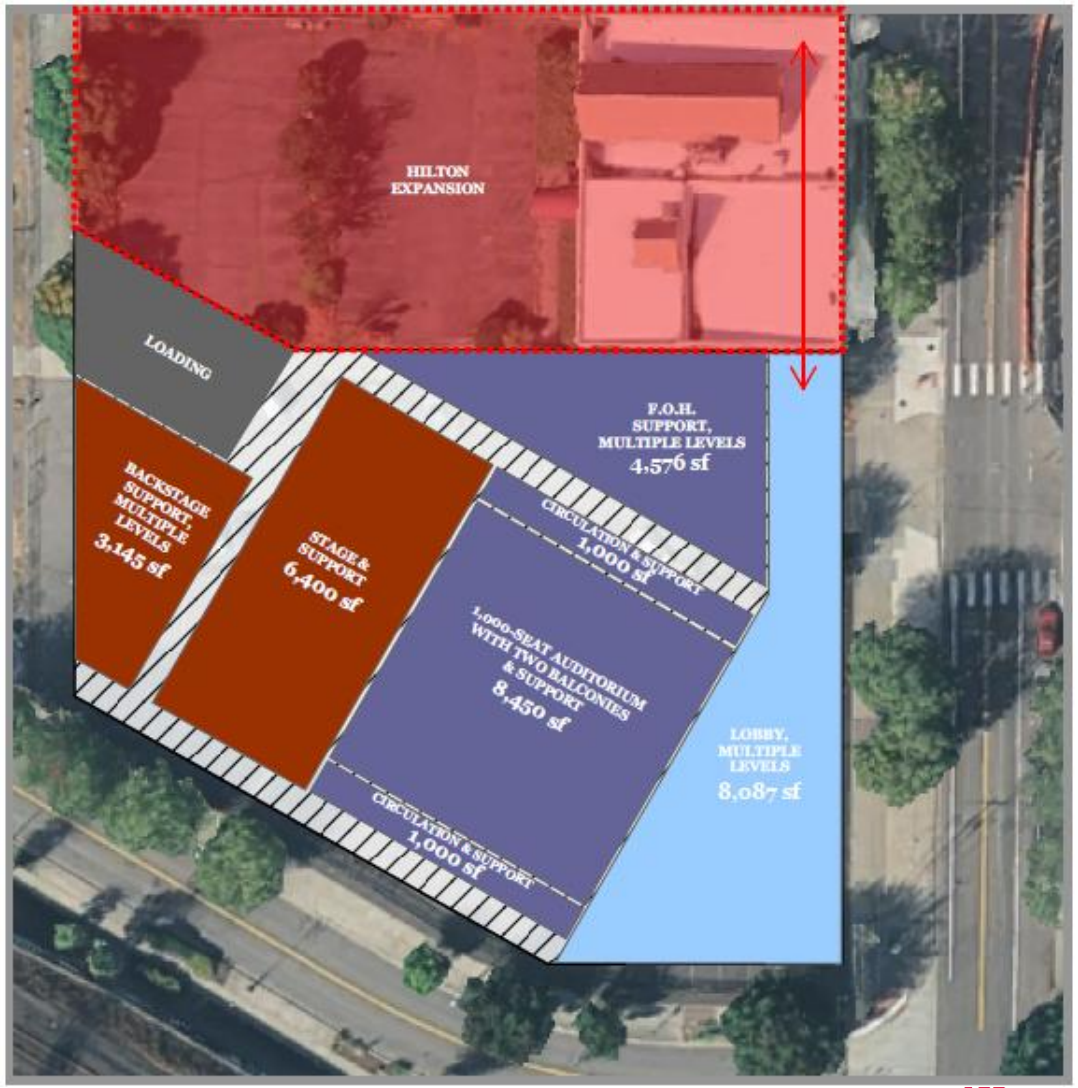




Scenario A: 400-600 Capacity



Scenario B: 800-1,000 Capacity

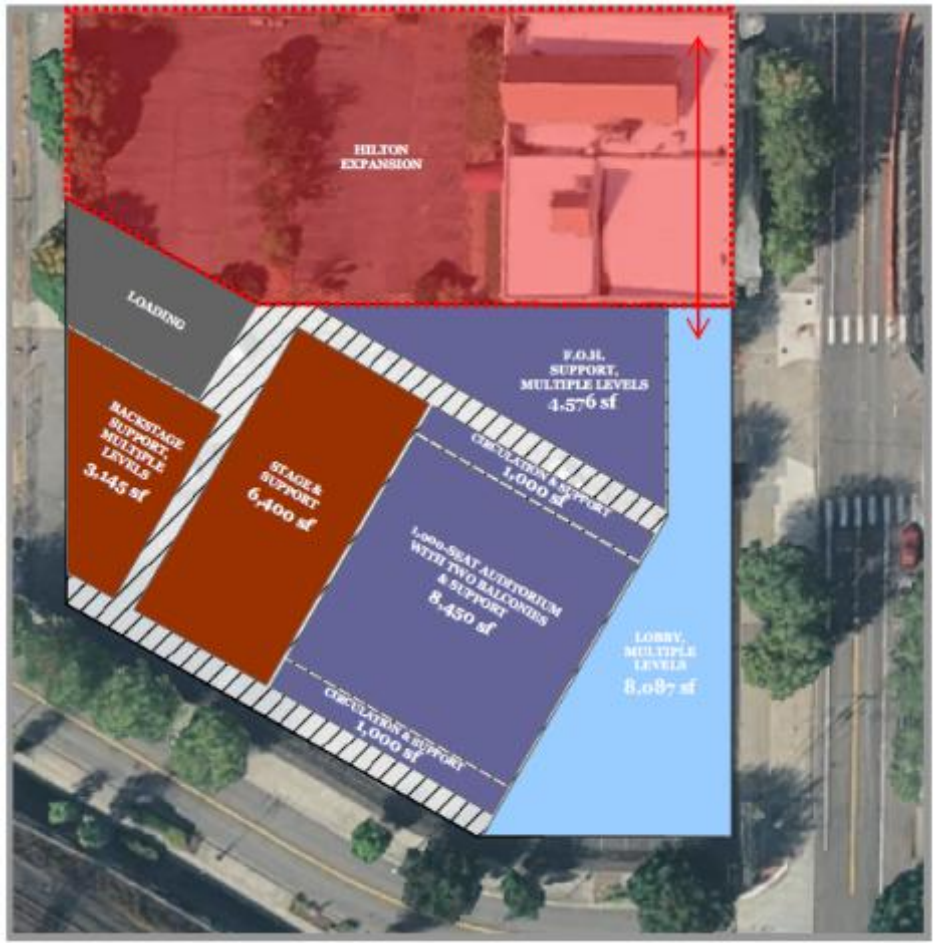


The Shalleck Collaborative Inc.

AMS PLANNING & RESEARCH

Chosen Scenario: develop one venue that works like two

1,000 capacity venue with flexibility to accommodate under 600 by closing balconies



The Shalleck Collaborative Inc.

AMS PLANNING & RESEARCH

Chosen Scenario: presentations & local use activate the venue over 330 activity days, achieving success for the project

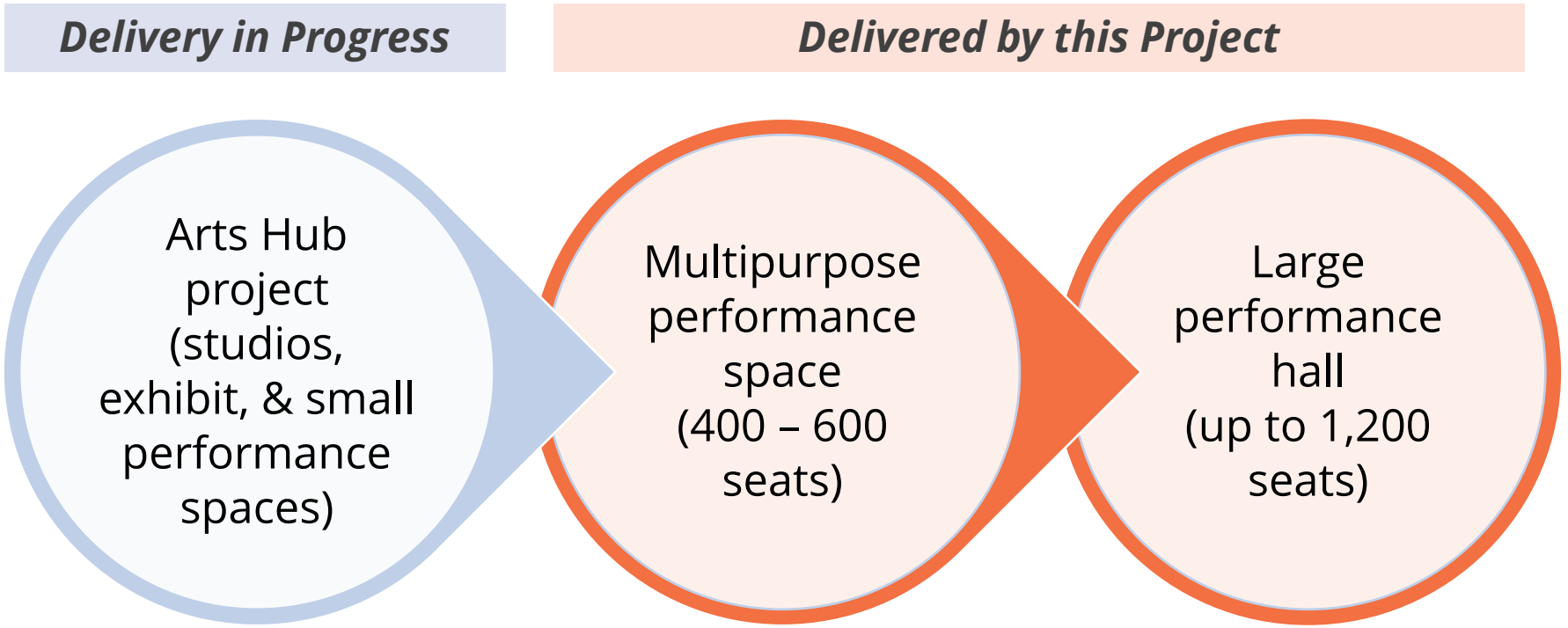
41 Presented Performance Days

159 Community Performance & Event Days

132 Rehearsal/Tech/Set-up Days

The City's commitment to following through on the Cultural Arts and Heritage Master Plan

This single project achieves two objectives



Next Steps

- Jan-Feb 2026 Council Workshop Presentation to include:
  - Economic Impact
  - Operating Pro Forma Model
  - Order-of-Magnitude Capital Cost
  - Proposed Financing Plan

Will seek a decision from Council on the Performing Arts Center Project.

Thank You Slide

Natasha.ramras@cityofvancouver.us 360.487.8484 cityofvancouver.us

Staff Report: 246-25

To: Mayor and City Council
From: City Manager
Date: December 15, 2025

Subject

Contract Amendment – Increase in Contract Funding for Conflict Public Defense – Andrews Terry Jeffers LLP

Key Points

- Andrews Terry Jeffers LLP is a local law firm that has provided conflict public defense services to the City for indigent clients charged with misdemeanors since 2023 and has operated under its current contract since 2024.
- Over the past two years, annual City indigent misdemeanor filings have risen sharply. Through the end of the third quarter of 2025, conflict cases have exceeded 350 – more than a 130% increase over the originally estimated 150 cases per year.
- This increased case volume has depleted the current contract with ATJ more quickly than anticipated. Additional funding is needed for ATJ to continue providing these constitutionally mandated services.
- Staff recommend adding $300,000 to the contract to cover conflict public defense services through the end of 2026, based on current trends in indigent case filings.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

The City is constitutionally required to provide public defense services to all financially qualified individuals charged with any City ordinance carrying a possible jail sentence. These services are delivered through contracts with private attorneys. Over the past two years, substantially higher case volumes have caused the current contract funds to be used much more quickly than originally anticipated. Additional funding is needed to maintain the provision of these constitutionally mandated services.

Advantage(s)

1. Approving this contract increase with Andrews Terry Jeffers LLP will ensure the City can continue providing legally required public defense services for indigent defendants with conflict cases.
2. Maintaining our relationship with an experienced contractor also offers more predictability and stability than issuing a new RFP in a market with a severe shortage of public defense attorneys.

Challenge(s)

Not approving the contract increase would disrupt the City’s ability to provide State-mandated public

defense services for indigent defendants.

Budget Impact
None, budget for this increase was included for 2026 in the 2025-26 Biennial Budget.

Prior Council Review
December 18, 2023 - Consent

Action Requested
On Monday, December 15, 2025, authorize the City Manager, or designee, to finalize and execute amendment # 3 to contract C-101510 with Andrews Terry Jeffers LLC, up to a maximum of $718,000.

Staff Contact
Kimbra Ledbetter, Financial Analyst, Rebecca Small, Senior Policy Analyst, Kimbra.Ledbetter@cityofvancouver.us, rebecca.small@cityofvancouver.us

Attachments:
1. Amendment No 3
2. Amendment No 2 executed
3. Amendment No 1 executed
4. C-101510 Andrews Terry Jeffers - Executed

Services Agreement C-101510
Amendment No. 3
Conflict Public Defense (Secondary Position)

This third amendment ("Amendment") amends the Services Agreement number C-101510 ("Agreement") between the City of Vancouver, ("City"), and Andrew Terry Jeffers LLP, ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

1. **Section 2 Compensation** is amended as follows:

   Payment to the Contractor for the Services described in this Agreement shall not exceed $718,000.00 USD.

2. **Entire Agreement**. All unamended terms in the Agreement or any earlier amendment remain in full force and effect. This Amendment, together with the Agreement and any earlier amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
Andrews Terry Jeffers LLP

Signature

Printed Name /Title

Date

Docusign Envelope ID: 41C7ADF4-3912-42A9-84E5-922B649C4C47

SERVICE AGREEMENT C-101510
AMENDMENT No. 2
CONFLICT PUBLIC DEFENSE (SECONDARY POSITION)

This Amendment amends the Professional Services Agreement number C-101510 by and between the City of Vancouver, hereinafter referred to as “City”, and Andrews Terry Jeffers LLP, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 3, Payment for Contractor Services, correcting language from Amendment No 1 herein as follows and by reference made part of the Contract, Attachment B – Payment Rates.
2.
    - City will pay the Contractor a trial fee of $1,000 for cases that proceed to trial. If the case is settled prior to the actual start of trial, this trial fee shall not apply.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

Signed by:
C084EA446CF9483...
Lon Pluckhahn, City Manager

2/18/2025
Date

Attest:
DocuSigned by:
Natasha Ramras
493E940414AE4BD...
Natasha Ramras, City Clerk

Approved as to form:
DocuSigned by:
Nena Cook
A17C6F7FA2AC4D4...
Nena Cook, Interim City Attorney

CONTRACTOR:
Andrews Terry Jeffers LLP

DocuSigned by:
John Terry
E90009C77C4F49C...
Signature

John Terry Member
Printed Name /Title

1/30/2025
Date

Docusign Envelope ID: 9FE5B8A9-73D3-42EC-B41B-664A6DA4D640

SERVICE AGREEMENT C-101510
AMENDMENT No. 1
CONFLICT PUBLIC DEFENSE (SECONDARY POSITION)

This Amendment amends the Professional Services Agreement number C-101510 by and between the City of Vancouver, hereinafter referred to as “City”, and Andrews Terry Jeffers LLP, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by $38,000 to a revised authorized amount of $418,000.

2. **Amend** the language contained in Section 3, Payment for Contractor Services, adding language in herein as follows and by reference made part of the Contract, Attachment B – Payment Rates.
    - City will pay the Contractor a trial fee of $350 for cases that proceed to a bench trial and $700 for cases that proceed to a jury trial. If the case is settled prior to the actual start of trial, this trial fee shall not apply.
    - Contractor may accept cases carried over from the prior calendar year at a rate of $1,000 per case, with additional trial fees applied as applicable.

3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

Docusign Envelope ID: 9FE5B8A9-73D3-42EC-B41B-664A6DA4D640

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

Signed by:
C084EA446CF9483...
Lon Pluckhahn, City Manager

1/24/2025
Date

Attest:

DocuSigned by:
Natasha Ramras
493E940414AE4BD...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Nena Cook
A17C6F7FA2AC4D4...
Nena Cook, Interim City Attorney

CONTRACTOR:
Andrews Terry Jeffers LLP

DocuSigned by:
John Terry
E90009C77C4F49C...
Signature

John Terry Member
Printed Name /Title

1/22/2025
Date

DocuSign Envelope ID: 82BD1C17-9163-454E-9A65-D5830DB72E98

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101510

This Services Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Andrews Terry Jeffers LLP (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Proposal, numbered 69-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

1. **SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth in the scope of work identified in **Attachment "A"**, and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

   As more fully described in Section 3 of this Agreement, all services provided must meet the City's adopted Standards for Indigent Defenses Services (see **Attachment C**).

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All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. COMPENSATION: Payment to the Contractor for the work described in this Agreement shall not exceed $380,000.00 USD through the end of the 2028 calendar year, the maximum possible length of the Agreement.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

Compensation is limited to the amount specified on a per-case basis, unless amended in writing Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

3. PAYMENT FOR CONTRACTOR SERVICES: The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth in **Attachment "B**", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

4. TERM OF AGREEMENT: The term of this Agreement shall commence on January 1, 2024 and continue until December 31, 2026. City reserves the option for two extensions to this contract in one (1) year increments. Contract shall not exceed a total of five (5) years. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. ORDER OF PRECEDENCE: Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

6. RELATION OF PARTIES: The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. SUBCONTRACTING: The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.

8. E-VERIFY: The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

9. DELAYS AND EXTENSIONS OF TIME: If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.

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10. OWNERSHIP OF RECORDS AND DOCUMENTS: Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

11. TERMINATION FOR PUBLIC CONVENIENCE: The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

12. TERMINATION FOR DEFAULT: If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

13. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

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14. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

15. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

16. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

17. INSURANCE: The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	**LIMITS OF LIABILITY**
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	

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Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
IV. Umbrella Liability	
Each Claim	$1,000,000
Annual Aggregate	$5,000,000
V. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

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d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

18. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Cami Micu
Andrews Terry Jeffers LLP
108 E Mill Plain Blvd
Vancouver, WA 98660
Email: jterry@mbavancouverlaw.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

19. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

20. SCOPE OF AGREEMENT: This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

21. RATIFICATION: Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

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22. GOVERNING LAW/VENUE: This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

23. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

24. PUBLIC DISCLOSURE COMPLIANCE: The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment pursuant to chapter 42.56 RCW for withholding or delaying public disclosure of such information.

25. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

26. NONDISCRIMINATION: The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

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CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
75A9183485CA467...
Eric Holmes, City Manager

1/2/2024
Date

Attest:

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
Andrews Terry Jeffers LLP

DocuSigned by:
John Terry
E90009C77C4F49C...
Signature

John Terry Member
Printed Name /Title

12/29/2023
Date

DocuSign Envelope ID: 82BD1C17-9163-454E-9A65-D5830DB72E98

ATTACHMENT "A":

Scope of Work

The Scope of Work for this contract includes:

Section 1. Definitions
The following definitions control the interpretation of this Agreement:

a. The term "Eligible Client" shall mean a defendant or a juvenile deemed to be handled as an adult, who is facing civil commitment or any other person who has been determined by a finding by the Court to be entitled to a court-appointed attorney, pursuant to RCW 10.101.020.

b. The term "Representational Services" shall mean the services for which the City is to pay the Conflict Contractor. Representational services include lawyer services and appropriate support staff services, appropriate sentencing advocacy and services including, but not limited to, interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, and preparation for and appearance at all court proceedings. The services for which the City is to pay the Conflict Contractor do not include extraordinary expenses incurred in the representation of eligible clients. Where the lawyer determines that conducting an independent investigation is necessary to the proper defense of the Client, the City agrees that the Conflict Contractor will not be responsible for payment of extraordinary expenses incurred in the representation of eligible clients, subject to Section 4(n) below.

c. The term "Case" shall mean representation of one person on one or more charging documents that arise out of a single criminal incident. Multiple citations or case numbers filed from the same incident are one case. Citations or case numbers that include charges that occurred on the same day are presumed to be one incident or one "case." A charging document that includes charges from more than one date (separate incidents) is deemed one "case," unless the court grants Conflict Contractor's motion to sever the charges.

   The term "Case" also shall mean representation of one person on one or more original case numbers where a probation violation(s) or show cause order has been filed and Conflict Contractor is appointed. However, a probation violation case is not counted as a separate, new "case" if the only alleged probation violation is commission of a new offense and Conflict Contractor is appointed on the new criminal case.

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Reappointment of an attorney or law firm to a case, following a defendant's arrest on a bench warrant for failure to appear, does not result in additional case credit under this Agreement.

d. The term "Case Weighting" shall mean a numerical system, adopted by a jurisdiction, which recognizes the greater or lesser workload required for cases when compared to an average case based on complexity, seriousness of charges and time necessary to prepare for an adequate defense.

e. The term "Disposition" shall mean 1) the dismissal of charges, 2) the entering of an order of deferred prosecution, 3) an order or result requiring a new trial, 4) imposition of sentence, or 5) deferral of any of the above coupled with any other hearing on that case number, including but not limited to misdemeanor probation review that occurs within thirty (30) days of sentence, deferral of sentence or the entry of an order of deferred prosecution

f. The terms "District Court" or "Court" shall mean Clark County District Court.

g. All other terms are intended to have a plain and ordinary meaning with a definition that can be derived from any modern English dictionary.

Section 2. Professional Conduct:
The Conflict Contractor shall provide the services of attorneys and staff members in compliance with all of the applicable laws and administrative regulations of the State of Washington, the United States, the Vancouver Municipal Code, the Washington State Rules for Professional Conduct (RPC), the Washington State Supreme Court Standards effective October 1, 2012 and the Washington State Supreme Court Caseload Standards effective January 1, 2015. Nothing in this Agreement shall be construed to impair or inhibit the exercise of independent, professional judgment by an attorney employed by the Conflict Contractor with respect to any client wherein an attorney-client relationship has been established pursuant to the terms of this Agreement.

Nothing in this Agreement shall require or permit, without the consent of the client, access to or disclosure of any confidential communication made by a client to any attorney employed by the Conflict Contractor or any such confidential communications made to agents or employees of the Conflict Contractor for such attorney; the advice given by an attorney to a client; or any other statements and materials privileged from disclosure in a court of law.

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Per Washington State's Supreme Court Standards, the caseload of a full-time public defense attorney or assigned counsel should not exceed four hundred (400) cases per year for misdemeanors. The Standards require each public defense attorney to "certify to the court that he or she complies with applicable Standards for Indigent Defense Services to be approved by the Supreme Court". Certifications of compliance (**Attachment D**) must be completed quarterly by each attorney and filed with District Court.

Attorneys and staff employed by the Conflict Contractor shall not solicit or accept any compensation, gifts, gratuities or services, of any kind, from any client served under this Agreement.

Section 3. Duties of Conflict Contractor:

a. Conflict Contractor shall advise and provide legal defense services and assistance to eligible clients who have been arrested or charged under any City of Vancouver ordinance or RCW statute which has a possible jail sentence and whom the Conflict Contractor has been appointed to represent by the District Court. All legal services rendered by Conflict Contractor shall be of the highest quality and shall be provided at all stages of each assigned case.

b. The Conflict Contractor shall accept case assignments for which the Primary Defender has a conflict and/or there are co-defendants. The Primary Defender may also refer cases to the Conflict Contractor if the defendant is already represented by the Conflict Contractor on another open pending case in Court.

c. The Conflict Contractor shall accept case assignments from the Court if there is an immediate need for representation at a hearing and the Primary Defender is unable to represent the client due to a conflict. Immediate case assignments include situations where the Conflict Contractor must report to a bench warrant hearing because the Primary Defender is unable to represent the client due to a conflict. The Conflict Contractor's duty of representation ends after a citation is written and signed by the arresting officer. However, the Conflict Contractor may be appointed later by the Court to represent that person in further proceedings.

d. The Conflict Contractor will notify the District Court and the City Attorney's Office immediately upon any change in status of a client's representation.

e. Conflict Contractor shall represent eligible clients in all arraignments, pre-trials, trials, sentencings, probation violations, revocation proceedings, protest hearings, show cause hearings, hearings for review of sentence in all District Courts, and all necessary hearings, motions, and writs which may arise in Clark County District Court. No

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service shall be rendered with respect to any crime or proceeding which does not include the possibility of incarceration. Client representation under this Agreement shall not include any appeals or writs to higher court.

f. The Conflict Contractor shall receive and respond to all telephone calls on a twenty-four-hour basis prior to the first opportunity for court appointed counsel, per Washington State Courts Rule CrRLJ 3.1 (b), (c)). The Conflict Contractor shall receive and respond in a timely manner to, at all times, all telephone calls from indigent persons whom Conflict Contractor has been appointed to represent. The Conflict Contractor shall not subcontract this requirement.

g. The Conflict Contractor agrees to make reasonable efforts to continue the initial attorney assigned to a client throughout all cases assigned in this Agreement. Nothing in this section shall prohibit the Conflict Contractor from making necessary staff changes or staff rotations at reasonable intervals, or from assigning a single attorney to handle an aspect of legal proceedings for all clients where such method of assignment is in the best interest of the eligible clients affected by such method of assignment

h. The Conflict Contractor agrees that an attorney will make contact with all clients within three working days from notification of case assignment.

i. Conflict Contractor shall provide representational services at Domestic Violence Court. For all other Clark County Specialty Courts including Mental Health Court, Substance Abuse Court (SAC), Domestic Violence Therapeutic Court (DVTC) and Veteran's Court the City contracts with Clark County to provide indigent defense counsel.

j. To the extent it is practicable, Conflict Contractor shall have the capacity to communicate with clients directly in their primary language with the assistance of court appointed certified interpreters. The Conflict Contractor shall convey all plea offers to clients in writing, in the client's preferred language.

k. In the event that this Agreement is terminated or not renewed, complete the representation of all clients who have been referred by the Court during the period in which this Agreement is in effect for the compensation received or receivable under the terms of the Agreement, provided that completed representation is not made impossible by a client's failure to appear.

l. The Conflict Contractor will hire, supervise and maintain quality staff. Conflict Contractor will be responsible for suspending, removing, or terminating personnel not adequately performing the duties and responsibilities assigned.

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m. Conflict Contractor shall comply with Washington State Supreme Court Standards, effective January 1, 2015, regarding allowable caseloads per attorney per year.

n. Adequate support staff is critical to an attorney's ability to render competent assistance. Use of qualified paralegal staff to assist in management of caseloads is highly recommended. The parties agree and expect that at a minimum the Conflict Contractor will employ support staff services for its attorneys proportionate to the following:
   1. One full-time Legal Assistant for every four staff attorneys
   2. One full-time Legal Secretary for every four staff attorneys

o. The Conflict Contractor shall coordinate investigation services on those cases requiring investigation. The Conflict Contractor shall also coordinate expert witnesses for those cases requiring expert witness testimony. The Conflict Contractor shall contact the City Contract Administrator for the expenditure of public funds prior to requesting copies of records or hiring an expert witness. Invoices for such services shall be sent directly to the City by the subcontractors; the Conflict Contractor will not be held liable for those expenses.

p. The Conflict Contractor agrees to utilize Notice of Appearance Forms provided by the Clark County District Court which includes a notice statement that Defendants are obligated to pay the Indigent Defense Recovery Fee. The Conflict Contractor shall not impede the District Court from collecting such fees. The Conflict Contractor's duty of representation shall not be affected in any way by the payment or non-payment of such fees.

q. Conflict Contractor shall engage in pre-trial negotiations with the City Attorney's office for the purpose of negotiating matters for the following week's mandatory pre-trial hearings.

r. Conflict Contractor shall comply with all appearances and duties as may be required by District Court and/or the City for the term of this Agreement at no additional expense to the City.

Section 4. Client Communication:
Conflict Contractor agrees to use all good faith efforts to secure both continuous contact with defendants to whom Conflict Contractor is appointed to represent and also regular attendance by clients at critical stages in the defendant's case. Such good faith efforts shall expressly include, but not be limited to, the following measures:

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a. Advising clients that regular contact is necessary to the preparation of their defense and employing all reasonable means to secure and maintain such contact.

b. Clients shall be notified in advance of the date, time and location of all critical stages in the process of the client's particular case including, but not limited to, pretrial conferences, omnibus or other pretrial motions, readiness hearings, and trial. Offers shall be extended in writing to clients within five business days of receipt from the City Attorney's office. In any case, notification shall be provided early enough that the client has time to prepare for each stage.

c. Advising clients that appearance at all regularly scheduled pre-trial hearings (both pre-trial and mandatory) with City prosecutors and the Conflict Contractor is required for effective assistance in the client's defense and encouraging such attendance. A mutually agreeable time will be scheduled with the Court's approval.

d. Timely notification to District Court when clients fail to make regular contact.

Section 5. Records, Reports & Audits

a. All records shall be maintained by the Conflict Contractor. The Conflict Contractor shall maintain systems of internal control which conform to proper law office management and generally accepted accounting principles.

The Conflict Contractor must ensure that the City has full access to materials necessary to verify compliance with all terms of this Agreement. At any time, upon reasonable notice during business hours and as often as the City may deem necessary, the Conflict Contractor shall provide to the City right of access to its facilities, including those of any subcontractor, to auditing records, data, invoices, materials, payrolls and other data relating to all matters covered by this Agreement. Provided that if any such data, records or materials are subject to any privilege or rules of confidentiality the Conflict Contractor must maintain such data in a form or manner to provide same to the City that will not breach such confidentiality or privilege.

The Conflict Contractor shall maintain such data and records in an accessible location and condition for a period of not less than seven (7) years following the receipt of final payment under this Agreement, unless the City agrees in writing to an earlier disposition.

The Conflict Contractor agrees to cooperate with the City or its agent in the evaluation of the Conflict Contractor's performance under this Contract and to make available information reasonably required by any such evaluation process or ongoing reporting

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requirements established by the City. The results and records of said evaluations and reports shall be maintained and disclosed in accordance with chapter 42.56 RCW.

b. The Conflict Contractor shall report with each invoice to the City's Contract Manager, the activity of the preceding month using a form provided by the City or equivalent in content. In addition to other statistics the City may require, Conflict Contractor shall provide the following information:
   1. Name of the Defendant, case number(s) and charges
   2. Name of assigned attorney for each client
   3. The outcome of each case, including defendants that plead guilty at arraignment
   4. Verification that clients received a Client Rights brochure and a notification of the indigent recovery fee.
   5. Number of bench and jury trials.
   6. Number of suppression and *Knapstad* motions filed along with the number of cases where such motions led to the reduction of charges.

c. The Conflict Contractor shall report annual activity by January 15th of each following year:
   1. Proof of Continuing Legal Education Credits. Such proof shall include name of attorney, identification of training and dates of training.
   2. A profile of all personnel who perform work under this Agreement, including name and percentage of time devoted to work under this Agreement.
   3. An accounting of all City cases conflicted out to other attorneys.

d. The Conflict Contractor shall maintain a case-reporting and management information system which shall include the number, type, and disposition of indigent cases.

e. The case reporting and management information system shall be maintained independently from client files in order to not disclose any privileged information. The Conflict Contractor shall not be required to provide any information when the revelation of which would violate any state or federal privacy laws, the attorney-client privilege, or which would otherwise harm the Conflict Contractor's attorney-client relationships.

f. The City's Public Defense Contract Manager may make periodic surveys of clients for the purpose of monitoring the quality of services provided and client satisfaction.

g. The Conflict Contractor shall meet with the City's Public Defense Contract Manager as requested to discuss issues and problems related to the fulfillment of this Agreement.

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Section 6. Reservation Regarding Representation:
The Conflict Contractor agrees to screen all cases for conflicts of interest upon assignment and throughout the discovery process. Discovery shall be reviewed within five (5) days of receipt of case for purposes of determining any conflicts of interest. In the event the Conflict Contractor cannot represent a client because of an actual or potential conflict of interest under the Washington Code of Professional Responsibility, then the Conflict Contractor shall arrange for a City Conflict Attorney to represent the client. Contact information for said attorneys to be provided by the City's Contract Administrator. The Conflict Contractor will refer to the Washington State Rules of Professional Responsibility, opinions of the state judiciary, and to the American Bar Association Standards for Criminal Justice to determine the existence and appropriate resolution of conflicts.

The Conflict Contractor and each attorney employed or retained by the Conflict Contractor reserve the right to decline to advise, represent, appear for, or act for any particular person, whether or not indigent or otherwise eligible, but only for good cause shown. Good cause includes, but is not limited to, conflicts of interest which preclude the Conflict Contractor or an attorney from acting pursuant to the Washington Rules of Professional Conduct. The Conflict Contractor and each attorney employed or retained by the Conflict Contractor, reserve the right to withdraw from representing any person or entity, whether or not indigent or otherwise eligible, providing the consent of the court, if required, is first obtained. The Conflict Contractor warrants that declinations will not be made except as required by law or legal ethics, and in the event of a declination, will immediately notify the appropriate court as well as the City Attorney's Office.

Section 7. Complaints about Legal Services:
The Conflict Contractor shall have a method to respond promptly to client complaints which will include informing clients of the complaint process. In the case a complaint is made to the City by a client with respect to the quality of legal services rendered under this Agreement, the complaint shall be first directed to the Conflict Contractor. If the client believes that he or she has not received an adequate response, the Vancouver City Manager or his/her designee shall evaluate the legitimacy of the complaint. The complaining client shall be informed of the disposition of his /her complaint as soon as is reasonably possible.

The Conflict Contractor shall fully cooperate with the City and/or District Court in any reasonable investigation which the City and/or District Court may wish to make.

The Conflict Contractor shall ensure that a preliminary written response to any written complaints concerning services provided by the employees of the Conflict Contractor shall be submitted to the Contract Administrator within three (3) working days of the date the complaint is received by the Conflict Contractor Director or the Director's designee.

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Written complaints include e-mail communications from the Contract Administrator. The Contract Administrator shall copy the supervising attorney on any complaints sent to the Conflict Contractor.

Section 8. Client Access
The Conflict Contractor shall comply with federal and state laws regarding access to its facilities, and will eliminate barriers which limit access for the disabled.

Section 9. Non-Waiver of Rights and Remedies:
In no event shall payment or performance by either party hereto constitute or be construed to be a waiver by either party of any breach of covenant or default which may then exist on the part of the other party, and the making of any such payment or the carrying out of any such performance while breach or default then existed, shall in no way impair or prejudice any right or remedy available to the paying or performing party with respect to such breach or default.

Section 10. Relation of Parties:
The Conflict Contractor, its sub-consultants, agents and employees are independent Conflict Contractors performing professional services for City and are not employees of City. The Conflict Contractor, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Conflict Contractor, subconsultants, agents and employees shall not have the authority to bind City any way except as may be specifically provided herein.

Section 11. City Not Obligated to Third Parties:
The City shall not be liable to any person or entity other than the Conflict Contractor because of this Agreement, except that the City will pay investigative, substance abuse evaluation and expert witness fees and additional associated services necessary in any case after a voucher has been submitted and approved by the Court in accordance with Washington State Courts Rules (CrRLJ 3.1 (f)).

Section 12. Limited Private Practice of Law:
The Conflict Contractor shall devote all time necessary to properly perform this Agreement. The Conflict Contractor is not limited from maintaining a private law practice. However, the Conflict Contractor shall not allow its private practice of law during the term of this Agreement to conflict with the Conflict Contractor's responsibilities and duties under this Agreement. As required in Section (5) the Conflict Contractor shall annually report to the City the number of hours billed for nonpublic defense legal services, including number and types of private cases.

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Section 13: Minimum Qualifications for Conflict Contractor Attorneys

a. The Conflict Contractor shall utilize attorneys who satisfy the minimum requirements for practicing law in the State of Washington as determined by the Washington State Supreme Court. Each attorney shall be familiar with the statutes, court rules, constitutional provisions, relevant case law, Rules of Professional Conduct, and the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association.

b. Each attorney must also be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction and be familiar with mental health issues and be able to identify the need to obtain expert services.

c. Each attorney shall attend at least seven (7) hours per year of continuing legal education credits in courses relating to criminal law practice or other areas of law in which the Conflict Contractor provides legal services to eligible clients under the terms of this Agreement. Further, each attorney shall attend training approved by the Washington State Office of Public Defense at least once per calendar year. Such training may be counted in fulfilling the above 7-hour requirement. The Conflict Contractor will provide an annual report to the City demonstrating compliance with this provision.

d. Each attorney representing any client assigned as a part of this Agreement shall meet the requirements above or work directly under the supervision of a senior, supervising attorney employed by the Conflict Contractor, who meets the requirements above. Such supervising attorney shall have a minimum of five (5) years' experience practicing criminal law in Washington State. Such direct supervision shall continue until the attorney meets the requirements above.

e. Failure on the part of the Conflict Contractor to use staff with the appropriate amount of experience or to supervise appropriately its attorneys shall be considered a material breach of this Agreement.

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ATTACHMENT "B":

Payment Rates

In consideration for the Conflict Contractor's performance of the duties listed herein, the City will pay the Conflict Contractor on a per-case basis at a rate of $450 per case from the start of this Agreement through the end of the 2024 calendar year, increasing by $25 per case annually through the end of the 2026 calendar year, as follows:

2024: $450/case

2025: $475/case

2026: $500/case

The Conflict Contractor will include a list of cases worked with each month's invoice to document the charges assessed.

If, at the conclusion of the initial three-year period, the City and Conflict Contractor agree to exercise the contract extension options, the City and Conflict Contractor will timely meet and decide in writing on any applicable rate adjustment at that time.

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8/24/09
9/14/09

ORDINANCE NO. M-3927

AN ORDINANCE adopting new standards for the delivery of indigent defense services as required under RCW 10.101.030; providing for savings, severability and an effective date.

WHEREAS, the City has a constitutionally mandated responsibility to provide public defender services for eligible persons who are entitled to representation; and

WHEREAS, under RCW 10.101.30, the State of Washington requires cities and counties to have adopted via ordinance, standards for the delivery of public defense services; and

WHEREAS, within available resources, the City desires to provide the best practical defense services to the City's indigent population; and

WHEREAS, Vancouver's current indigent defense standards were adopted November 8, 1990 and do not reflect current standards for contracts, compensation and caseloads.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Contract: All indigent defense services shall be paid pursuant to a written contract between the indigent defense attorney(s) and the City.

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Section 2. Compensation: All indigent defense attorneys shall be reasonably compensated taking into consideration the experience and training of the attorney. Attorneys who have a conflict of interest shall not be required to select or compensate conflict counsel.

Section 3. Duties and Responsibilities of Council: All indigent defense contracts shall require that services be provided to all clients in a professional, skilled manner consistent with minimum standards set forth by the American Bar Association, applicable Washington State Bar Association standards, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants. Counsel's primary and most fundamental responsibility is to promote and protect the best interests of the client.

Section 4. Malpractice Insurance: Indigent defense attorneys shall maintain malpractice insurance with agreed-upon policy limits.

Section 5. Caseload Limits and Types of Cases:

A. Caseloads should allow each attorney to give each client the time and effort necessary to ensure effective representation. No attorney or firm rendering indigent defense services shall accept workloads that interfere with the rendering of reasonable and quality representation. An attorney should not allow their private law practice to interfere with the competent representation of indigent defendants.

B. The caseload standards adopted by the Washington State Bar Association, Washington Defenders Association and/or American Bar Association shall be considered as guidelines. A case is defined as the filing of a document wherein a person is designated a defendant or respondent and an attorney is appointed by the court. Adjustments may be made wherein a full case is not attributed in the following non-exclusive circumstances:

1. A bench warrant is issued before a case is resolved

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2. Probation violation, extradition, restitution hearings, etc. that do not require a full evidentiary hearing in which witnesses are called to testify.

3. Diversions, continuances for dismissal, misdemeanor compromises or similar dispositions

4. Drug court, dispositions to re-licensing programs, deferred prosecution or other similar procedures.

5. Early dismissal by a prosecutor based on lack of evidence or standard plea offers, based on the prosecutor's charging and plea bargaining practices or other reasons that dispose of a case without extensive litigation.

6. Withdrawal of counsel at an early stage of the case, due to conflict of interest or other reasons.

Section 6. Services other than Counsel: Reasonable compensation for expert witness, investigators and other services necessary for an adequate preparation and presentation of the defense case shall be provided pursuant to Criminal Rule for Courts of Limited Jurisdiction (CrRLJ) 3.1(f). Investigators when used should have criminal investigation training and experience.

Section 7. Administrative Expenses: Attorneys shall be responsible for paying all administrative expenses of their office or firm not otherwise provided for in these standards or in a contract. Such costs may include law libraries, financial accounting, case management systems and other costs incurred in the day-to-day management of the contract. The contracting attorney shall demonstrate that their office is staffed by an appropriate number of administrative staff, legal assistants and other support services. Attorneys shall maintain an office for confidential meetings with clients.

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Section 8. Reports of Attorney Activity:

A. Attorneys on contract shall maintain a case reporting and management information system which includes the number and type of cases, and disposition of each case. Any such system shall be maintained independently from client files so as to disclose no privileged information. Reports shall be submitted to the City as provided for in the contract. All of the above described information shall also be made available to the Clark County District Court Administrator or designee.

B. All records pertaining to expenses and billing shall conform to generally accepted accounting principals.

Section 9. Qualifications of Attorneys:

A. In order to assure that indigent accused received effective assistance of counsel to which they are constitutionally entitled, attorneys providing defense services must meet the following minimum professional qualifications:

B. Satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court.

C. Complete the hours of continuing education within each calendar year as set forth in Section 11.

D. Lead contracting attorneys shall have a minimum of three (3) year prior legal experience of which at least two (2) years shall have been devoted to practice in the area of criminal law.

E. Attorneys handling misdemeanor cases should meet requirements 9 (a) & (b).

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Section 10. Legal Interns: Legal interns employed by an attorney with a City indigent defense contract must meet the requirements set out in APR 9. Legal interns shall receive training pursuant to APR 9.

Section 11. Training: Attorneys should participate in regular training programs in areas relating to their indigent defense practice. Each contracted attorney shall attend a minimum of fifteen hours per year of continuing legal education credits in courses relating to criminal law practice or other areas of law in which they provide legal services to eligible clients. Every attorney providing counsel to indigent defense accused should take the opportunity to review professional publications and tapes.

Section 12. Supervision: The training and supervision of indigent defense attorneys and staff shall be the sole responsibility of the individual attorney, law firm or agency that holds the indigent defense contract. A minimum of one full-time qualified supervisor in the office shall be provided.

Section 13. Monitoring and Evaluation of Attorneys: Contracts for indigent defense services will be systematically monitored and evaluated. Supervision and evaluation efforts should include review of time and caseload records and at least quarterly meetings with the City Manager or designated contract manager.

Section 14. Substitution of Attorneys or Assignment of Contracts: The attorney or firm engaged by the City to provide indigent defense service shall not subcontract with another firm or attorney to provide representation without prior written approval and shall remain directly involved in the provision of representation. Any indigent defense contract shall address the procedures for new counsel taking over upon the conclusion of the contract to ensure a smooth

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transition upon non-renewal or termination, with the minimal possible detriment to the indigent client.

Section 15. Limitations of Private Practice for Contract Attorneys: Contracts for indigent defense attorneys with private attorneys or firms may set limits on the number of private or special appointment cases which can be accepted by the contracting attorney or provide that the indigent defense contract be a priority over private or special appointment caseloads. An attorney or firm rendering indigent defense services shall not allow their private practice or special appointments to diminish their ability to represent indigent defense clients that they are obligated to serve by any contract.

Section 16. Disposition of Client Complaints: A method to respond promptly to indigent defendant complaints shall be included in the contract. Complaints should first be directed to the attorney, firm or agency which provides representation. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court to withdraw and substitute new counsel. If the indigent defendant believes he or she has not received an adequate response, the City Manager or designee shall evaluate the legitimacy of the complaint. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.

Section 17. Cause for Termination or Removal of Attorney: Contracts for indigent defense services should include grounds for termination of the contract by the parties. Termination of an attorney's contract should only be for good cause. Good cause shall include the failure of the attorney to render adequate representation to the clients; willful disregard of the

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rights and best interests of the clients; the willful disregard of standards herein addressed or violations of the Rules of Professional Conduct.

Section 18. Guidelines for Awarding Defense Contracts:

A. The City should award contracts for indigent defense services only after determining that the attorney or firm chosen can meet acceptable professional standards and qualifications. Under no circumstances should a contract be awarded on the basis of cost alone. Attorneys or firms seeking contracts for indigent defense services must demonstrate their ability to meet these standards.

B. Prosecutors and law enforcement officers shall not select the attorneys who will provide indigent defense services.

Section 19. Non-Discrimination: Neither the City, its selection of an attorney, firm or agency to provide indigent defense representation, nor the attorneys selected, in their hiring practices or in their representation of clients, shall discriminate on the grounds of race, color, religion, national origin, age, marital or military status, sex, sexual orientation or disability.

Section 20. Effective date: This ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time: August 24, 2009

Ayes: Councilmembers Campbell, Smith, Leavitt, Stewart, Harris, Jolliota, Pollard

Nays: Councilmembers None

Absent: Councilmembers None

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Read second time: September 14, 2009

PASSED by the following vote:

Ayes: Councilmembers Campbell, Smith, Heaviti, Harris Sollota, Pollard

Nays: Councilmembers None

Absent: Councilmembers Stewart

SIGNED this 14th day of September, 2009.

Royce E. Pollard, Mayor

Attest:

R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

Ted H. Gathe, City Attorney

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SUMMARY

ORDINANCE NO. M-3927

AN ORDINANCE adopting new standards for the delivery of indigent defense services as required under RCW 10.101.030; providing for savings, severability and an effective date thirty (30) days following the date of final adoption.

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ATTACHMENT "D"

Certification of Compliance

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF CLARK
CHECK APPLICABLE CASES: ___ STATE CASES; ___ CITY OF VANCOUVER CASES;

In Re: Certification of Compliance for _____ [Attorney Name]	CERTIFICATION OF APPOINTED COUNSEL OF COMPLIANCE WITH STANDARDS REQUIRED BY CrRLJ 3.1(d)(4)

The undersigned attorney hereby certifies:

1. Approximately ____% of my total practice time is devoted to indigent defense cases.

2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:

a. **Basic Qualifications**: I meet the minimum basic professional qualifications in Standard 14.1.

b. **Office**: I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.

c. **Investigators**: I have investigators available to me and will use investigation services as appropriate, in compliance with Standard 6.1.

d. **Caseload**: I will comply with Standard 3.2 during representation of the defendant in my cases.

_____	_____	_____	_____
Attorney Signature	Attorney Printed Name	WSBA #	Date

Staff Report: 247-25

To: Mayor and City Council
From: City Manager
Date: December 15, 2025

Subject
Contract Amendment – Sourcewell Contract for the Purchase of Unified Communications Hardware, Software, and Services - C-101849

Key Points

- The City uses cooperative purchasing via Sourcewell contract #120122-AVY to procure phone system and voicemail equipment, peripherals, and related support and maintenance services from ConvergeOne, Inc.
- The contract expires on 3/17/2027 and may be extended.
- The City anticipates spending more than $300,000 over the life of this contract.

Strategic Plan Alignment
High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation
The City uses Sourcewell Contract #120122-AVY to purchase phone system and voicemail equipment, peripherals (such as phone handsets), and related support and maintenance services from ConvergeOne, Inc. The cost of equipment, maintenance, and services is estimated to be approximately $125,000 in 2025. The City requests authorization to continue using the contract to purchase up to the Council-approved annual budgeted amount for telephone equipment, maintenance, and services through the end of the contract, which is 3/17/2027, and into any extended period.

Advantage(s)

1. Economies of scale achieved by purchasing through the Sourcewell contract provide better pricing than the City could obtain on its own.
2. Cooperative purchasing creates efficiency and saves time and other City resources.

Challenge(s)
None

Budget Impact
None. Appropriations for all phone system and voicemail equipment, maintenance, and services are included in the 2025-2026 budget. No additional appropriations are requested.

Prior Council Review

None

Action Requested
On Monday, December 15, 2025, authorize the City Manager, or their designee, to approve purchases from ConvergeOne, Inc. under Sourcewell contract #120122-AVY for the life of the contract up to the current authorized budget.

Staff Contact
Beau Hull, Computer Services Manager, Beau.Hull@cityofvancouver.us

Attachments:
1. Avaya Contract - RFP 120122
2. Contract - C-101849
3. PO Sample

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Sourcewell

Solicitation Number: RFP #120122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Avaya Inc., 2605 Meridian Parkway, Suite 200, Durham, NC 22713 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Unified Communication and Contact Center Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

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general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

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all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

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§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 3/15/2023 | 1:03 PM CDT

Avaya Inc.

DocuSigned by:
By: Jenifer Bond
ACA56E5C26AE443...
Jenifer Bond
Title: Vice President State/Local/Education Markets

Date: 3/15/2023 | 3:05 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 3/15/2023 | 3:18 PM CDT

RFP 120122 - Unified Communication and Contact Center Solutions

Vendor Details

Company Name:	Avaya Inc.
Address:	2605 Meridian Parkway, Suite 200 Durham, NC 27713
Contact:	Klara Reilly
Email:	kbreilly@avaya.com
Phone:	703-390-8252
Fax:	703-539-4571
HST#:	22-3713430

Submission Details

Created On:	Thursday October 13, 2022 09:25:49
Submitted On:	Thursday December 01, 2022 10:56:28
Submitted By:	Shannon Hinnant
Email:	dshinnant@avaya.com
Transaction #:	9125639c-ee95-477f-bc1a-01ada99d7f23
Submitter's IP Address:	136.226.52.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Avaya Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Avaya Cloud Inc., Avaya Cloud Canada Inc., Avaya Canada Corp. Avaya Cloud Inc. and Avaya Cloud Canada Inc. are the Avaya entities that provide regulated services such as SMS, SIP Trunking, and Communications Platform as a Service (CPaaS), which Avaya includes in this response.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Avaya does not operate under any DBA.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Avaya SAM: NML3JFNVEAW6
5	Proposer Physical Address:	Avaya Global Headquarters: 2605 Meridian Parkway, Suite 200, Durham, NC 22713 USA
6	Proposer website address (or addresses):	www.avaya.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Jenifer Bond Title: Vice President, State/Local/Education Markets Address: 6021 Connection Drive, Irving, Texas 75039 Email: jeniferbond@avaya.com Phone: 713-852-1161
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Shannon Hinnant Title: Capture Manager Address: 12730 Fair Lakes Circle, Fairfax, VA 22033 Email: dshinnant@avaya.com Mobile: 703-638-9200 Office: 703-376-2007
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Klara Reilly Title: Program Manager, Strategic Contracts Address: 12730 Fair Lakes Circle, Fairfax, VA 22033 Email: kbreilly@avaya.com Office: (703) 390-8252 Mobile: (703) 598-9323

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Avaya began as a standalone company in 2000 when it was spun off from Lucent Technologies as a publicly traded company. Historically, Avaya was part of AT&T, Western Electric, and Lucent Technologies, dating back to 1877 with the beginning of the Bell Telephone Company. Today, Avaya has over 20 years of focusing on meeting and supporting the needs of Enterprise, Federal, Local, State, and Education organizations by delivering its portfolio of comprehensive Unified Communications as a Service (UCaaS) and Contact Center as a Service (CCaaS), and Communications Platform as a Service (CPaaS) technologies.

Consistently, Avaya has powered positive and productive interactions that drive customer loyalty, team collaboration, and business success. Organizations are built by the experiences they provide, and every day, Avaya delivers millions of those experiences.

Keeping in line with our Mission of reimagining digital communications with innovation without disruption, Avaya offers a comprehensive portfolio of Unified Communications as a Service (UCaaS), Contact Center as a Service (CCaaS), and Communications Platform as a Service (CPaaS) solutions to empower organizations to deliver experiences that matter to customers and employees alike.

In fact, Avaya is the only major communications and collaboration solution provider that can offer public, private, or hybrid cloud at enterprise scale to customers of all kinds – this is a true differentiator. In addition, with our expertise in building open, converged, and innovative solutions to enhance and simplify communications and collaboration in the cloud, on-premise, or a hybrid of both, Avaya provides Sourcewell members with its complete catalog of our products and services, both in the U.S. and Canada, to allow for the selection of the right solution at a competitive price.

Avaya's experienced team delivers award-winning services and solutions, including initial planning and design, seamless implementation and integration, ongoing managed operations, optimization, training, and support.

Our cultural principles drive how we work and are demonstrated in everything we do from the top down.
- Simplicity: We foster a safe environment where innovative solutions are encouraged and rewarded. We focus on making our customers' lives simpler and more efficient.
- Accountability: Our decisions are based on a customer-centric approach. Our people are empowered to take risks, immerse in the experience, and drive customer success.
- Trust: We lead by example. We function as a transparent and dynamic team working towards a unified vision.
- Teamwork: We recognize one another for our achievements and strengths. We value diversity of thought and the uniqueness of everyone in a collaborative environment.
- Empowerment: We encourage our people to speak up, take responsibility, and embrace ownership. We strive to give each individual a voice.

Avaya software-based UCaaS, CCaaS, and CPaaS solutions can help transform any organization by improving communications, simplifying complex networks, and reducing infrastructure costs. This allows our customers to quickly enact team and customer engagement solutions that grow in tandem with specific business requirements. Avaya is, and has always been, a company at the forefront of innovation, revolutionizing how enterprises communicate and serve their customers, constituents, and employees. The Avaya solutions will help Sourcewell members unlock new value to offer their customers and employees for years to come.

Avaya is Proud of our Global Status, including the following:
Our People:
- More than 6,000 employees worldwide
- Over 700 dedicated managed services resources
- 20 is the average years of experience of employees
- 1,000 + industry certifications

Our Industry Leadership:
- 90,000 + global customers in 190 countries
- 100+ million Unified Communications (UC) lines
- 6+ million Contact Center (CC) seats
- 23 million Cloud seats
- #1 in CC premise and cloud (subscribers and seats, source: Synergy Research)
- #1 in Unified Messaging - Global (Source – OMDIA)
- #1 in Premise CC Global (Source MZA)
- A market share leader in Unified Communications (Source – OMDIA)
- Governments in 40 countries rely on Avaya services and technologies

Our Resources:
- 4200 authorized resellers

o 200+ in Canada
- 250+ Technology Partners

Our Processes:
- Globally managed solutions based on ITIL standards
- Consistent methodologies and global KPIs
- Integrated global operations with OPEX/CAPEX modeling available. *

Our Presence:
- 24x7x365 technical support availability
- Coverage across nine global operational service centers

- Services resources in 37 countries

Our Performance:

- Consistent quarter-to-quarter customer satisfaction levels
- Multiple Cloud platforms with 99.99% availability objectives

Unified communications bring together the many disparate communications technologies that exist in organizations today, delivering business agility and simplifying communications architecture. With Avaya technologies and support services, effective business processes are accelerated through simple, open integration with legacy equipment and Avaya business applications, desktop environments, emerging social media, and multivendor communications systems. Avaya enables Sourcewell members to leverage fit-for-purpose packaged integrations and a comprehensive, mature Information Technology (IT) developer Web Services framework. Additionally, Avaya offers flexible business delivery and consumption models in our cloud-hosted solution.

Many large enterprises, state, government, and educational institutions are looking for the cost savings, control, security, flexibility, and standardization that come with a fully hosted unified communications and contact center platform. Avaya is proposing our full product line that includes the following:

Avaya Experience Platform: Avaya CCaaS delivers an advanced omnichannel HIPAA/PCI compliant solution via its universal cloud platform, combined with the Unified Communication (UC) service is delivered with unrivaled security and at an unprecedented scale. Avaya CCaaS is a robust cloud-based contact center solution that offers omnichannel contact center capabilities and Interactive Voice Response (IVR) for self-service functions. Avaya CCaaS advanced IVR platform has the capacity for advanced custom self-service applications that dip into customer databases to relay information back to the caller.

Avaya Enterprise Cloud: Avaya's dedicated cloud instance for UCaaS and CCaaS is HIPAA and PCI-compliant. The Avaya Enterprise Cloud solution is designed specifically for enterprises seeking to implement or upgrade to a feature-rich, Software as a Service (SaaS) enabled UC and/or CC environment without upfront expenses or limitations on capacity. The SaaS platform allows customers to take advantage of Avaya's years of experience, expertise, tools, and scale that the global Avaya cloud services organization brings to managing your communications environment.

Avaya Government Cloud: Avaya's dedicated cloud instance for UCaaS and CCaaS is built in a FedRAMP-certified environment for customers requiring additional levels of security (i.e., Dept of Revenue, Law Enforcement, etc.)

Avaya Spaces: It is a powerful cloud-based team collaboration and meeting app with messaging, audio, and video conferencing file sharing, and more in an easy-to-use application that can be accessed from anywhere, such as a Sourcewell member's laptop on-site, a tablet for remote working, or a mobile phone. Avaya Spaces provides Sourcewell members with just the right balance of features and simplicity.

- Noteworthy: During the COVID-19 pandemic, Avaya provided, free of charge, over 2.5 million Avaya Spaces licenses to educational and medical institutions to allow them to teach and work remotely.

NextGen 911: Our solution provides the Public Safety Access Point (PSAP) with dispatchable end-user location detail in compliance with Kari's Law and Ray Baum's Act.

Device as a Service (DaaS): Enables Sourcewell members to acquire phone sets on a monthly fee basis and reduce up-front capital outlay. Additionally, Sourcewell members can increase or decrease the number of telephone sets quickly and easily, upgrade sets mid-term, if desired, and include remote technical support and advanced parts replacement.

Local Redundancy for Cloud Solutions: The Avaya on-premise gateway solution provides 100% failover and redundancy in the event of loss of connectivity to the data centers.

Communications APIs (CPaaS)

- Elastic SIP: The Avaya cloud SIP trunking offers a flexible and pure consumption-based voice service.
- Avaya Cloud Notification Solution (ACNS)
- Contact Tracing

Subscription Services: Avaya's right-to-use license model removes upgrade and ownership cost barriers vs. a perpetual license model. Subscription aligns customer

		payment with usage and includes a 20% stretch for surges in capacity. Please refer to questions 69 and 70 for a full description of our products and services.	
11	What are your company's expectations in the event of an award?	Avaya expects to work collaboratively with Sourcewell upon award in support of Sourcewell members who are acquiring Unified Communication and Contact Center solutions. As a new holder of the Sourcewell contract, Avaya will meet and work with the Sourcewell Point of Contact to go through the onboarding process as soon as possible. As mentioned in our Marketing Plan described in question 36, Avaya will announce the Sourcewell award through a company-wide notification, followed by multiple training sessions and ongoing refreshers for all stakeholders. Klara Reilly, our Program Manager for Strategic Contracts, will be spearheading these initiatives and will continuously work with Sourcewell, our sales force, partners, and authorized resellers throughout the life of the contract. Avaya strives to excel in all its contracts. Innovative solutions coupled with excellent customer service are our priority. We are recognized in the industry year after year for our solutions and services. We will continue to do the same for the Sourcewell members, both in the U.S. and Canada. Our marketing strategy will be a true collaboration between Avaya and Sourcewell. The sample Flyer provided in the Documentation Section shows a sample of cobranding marketing we look forward to conducting with the Sourcewell community. Avaya has received an award on multiple cooperative contracts in the last few years, and as Avaya's state and local business continues to grow, each contract has seen continuous organic growth. We expect the same with the Sourcewell contract.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Avaya has a long-standing, reputable, and industry-recognized hardware/on-premise delivery model and is transitioning customers to a software/cloud delivery model. • On July 12, 2022, Avaya completed a $250 million exchangeable notes offering and raised an additional $350 million through a term loan add-on. • Avaya announced cost-cutting measures of $225 million to $250 million on July 28, 2022. Net of estimated restructuring costs, these cost-cutting measures are expected to provide net savings of over $200 million. The Company has already commenced operationalizing these savings and expects them to yield quantifiable savings beginning in the first quarter of fiscal 2023. • Avaya is currently engaging with advisors to assess its options to address the 2023 convertible notes. On August 9, 2022, Avaya filed a Preliminary Third Quarter Fiscal 2022 Results with the following highlights: • Revenues of $577 million, down 20% year over year in constant currency • Cloud ARR (Annualized Recurring Revenue) was approximately $838 million, up 12% sequentially and 97% from a year ago • CAPS (Cloud, Alliance Partner, and Subscription) was 53% of revenue, up from 40% a year ago • Software and Services were 88% of revenue; Software was 62% of revenue • Recurring revenue was 70% of revenue, up from 64% a year ago • GAAP Operating loss was $1,353 million, and Non-GAAP Operating income was $20 million • GAAP Net loss was $1,408 million, and Non-GAAP Net loss was $20 million, which excludes non-cash impairment charges of $1,272 million • Adjusted EBITDA was $54 million, 9% of revenue, versus 24% a year ago • GAAP Diluted Loss Per Share of $16.27 and Non-GAAP Diluted Loss Per Share of $0.24 • Ending cash and cash equivalents were $217 million. If adjusted for the net proceeds of the July 2022 financings and the partial use of proceeds therefrom to repurchase approximately $129 million of convertible notes, cash and cash equivalents would be $404 million with an additional $221 million of restricted cash held in escrow. • Among other things, these financings help support the Company's transition from its historical Cap-Ex licensing model to a Subscription and Cloud model, and also extend the duration of its capital structure maturity profile. Other than the 2023 convertible notes, Avaya does not have any material-funded debt maturity until calendar 2027 and 2028. Appointed on July 28, 2022, Alan Masarek, President and CEO of Avaya, said, "Our preliminary financial results for the quarter reflect operational and executional shortcomings, amplified against the backdrop of a volatile economic environment. We are taking aggressive actions to right-size Avaya's cost structure to align with our contractual, recurring revenue business model. We have already begun operationalizing our recently announced savings initiatives and expect to identify additional areas as our work continues. At the same time, we will focus our investments on driving innovation and advancing product development for the benefit of our customers. The July 2022 financings, together with our cost-cutting initiatives, are important steps towards maintaining our financial and operating flexibility to continue to invest in our business and to sustain our business model transition. Although we have a lot of work to do, we have a tremendous foundation to build on as we become a stronger, leaner, more agile, and innovative organization." Additional Financial Information: • Avaya's parent, Avaya Holdings Inc., is publicly traded on the NYSE as "AVYA." • Avaya is a Fortune 1000 company • FY2021 Financial Highlights (October 2020 – September 2021): o Revenue: $2.973 billion o EBITDA: $719 million • A copy of the 2021 Annual Report is provided in the Financial documentation section.

13	What is your US market share for the solutions that you are proposing?	Avaya is a leading pure-play Unified Communications & Collaboration and Contact Center software company with a significant market share, as illustrated below: Contact Center Market Share: • #1 in Global Contact Center prem and cloud (based on subscribers and seats (Source: Synergy Research CY2021) • #1 in Global Premise Contact Center (based on shipments Source: MZA CY2020) • Avaya market share: ~31% Contact Center Highlights: • Avaya has Contact Center customers in 143 countries • Avaya has 6 million+ Contact Center Seats • 43% of Fortune Global 500 rely on Avaya Contact Center solutions (2021 Fortune Global 500) • 70% of the top global airlines use Avaya Contact Center Solutions (Source: Statista 2021) • 86% of the top 49 Commercial & Savings banks rely on Avaya Contact Center solutions (2021 Fortune Global 500) • The top 7 US Health Insurance and Managed Care companies rely on Avaya Contact Center solutions (2021 Fortune 500) Unified Communications Market Share: • #2 in Unified Communications Globally (Source: OMDIA Research - 2021) o Avaya Market Share: ~19% o 100+ million UC lines Additional Avaya Market Share Highlights: • > 90,000 customers globally • More than 4,800 educational institutions worldwide trust Avaya for their communications systems • More than 5,800 healthcare institutions around the world rely on Avaya • Governments in 40 countries rely on Avaya	*
14	What is your Canadian market share for the solutions that you are proposing?	Avaya does not separately report Canadian revenue; however, Canada is Avaya's fourth largest market globally. Approximately 30% of Canadian businesses rely on Avaya for their communications needs.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In 2017, Avaya Holdings Corp., Avaya's parent company, filed for Chapter 11 restructuring bankruptcy. On December 15, 2017, Avaya Holdings Corp. announced that it had successfully completed its debt restructuring and emerged from chapter 11. It applied fresh start accounting, which required the allocation of its reorganization value to its individual assets based on their estimated fair values.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Avaya is a manufacturer of hardware and software with more than 6000 employees providing a comprehensive portfolio of Unified Communications as a Service (UCaaS), Contact Center as a Service (CCaaS), and Communications Platform as a Service (CPaaS) solutions. Avaya has a dedicated Public Sector unit to serve and meet the unique needs of government, state/local, K-12, higher education, and non-profit organizations. The Avaya Public Sector team consists of sales, engineering, contracting, contract management, and pricing professionals who have an average of 20 years of industry experience. Avaya's focus on a customer-driven, channel-engaged business model, ensures customers can use their preferred procurement route for easy access to Avaya's leading technology solutions. This business model will be no different for Sourcewell members as they will be able to procure Avaya products and services directly from Avaya or one of our many local partners listed on the contract. Avaya sales, engineering, and channel teams will work actively with partners to define Avaya and partner roles to meet Sourcewell member requirements. Avaya has over 4,200 authorized partners and operates a channel organization to support both partners and their customers. With the direct and partner sales model, Sourcewell members have the flexibility to buy Avaya products and services from whom they prefer and can do so with the confidence of Avaya's industry-leading solutions behind it. The Sourcewell Account Team will be led by Jon Newton, Director, Public Sector – West, and a direct report to Jenifer Bond, Vice President, State, Local, and Education. Klara Reilly, Program Manager, Strategic Contracts, will serve as the Sourcewell Program Manager. Elizabeth McCauley, Director of Channels – Public Sector, will lead the team for Avaya's authorized partners and resellers' engagements with Sourcewell members. The entire team has access to all parts of the organization to provide the best solutions and customer support required by Sourcewell members. The Public Sector and channels team communicate and collaborate with both customer and partner to ensure the customer's requirements are met. The Account Team will make use of the vast Avaya partner and distribution community. Our partners will work with end users to define a product set and accompany the Scope of Work (SOW), the end customer will issue a purchase order, and the partner will place the order with a distributor. Avaya will work with that distributor to ensure all Avaya products are available and provided in a timely manner. Avaya's teams consist of Avaya employees; however, Avaya may utilize contractors as business needs require.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Avaya has the necessary licenses to provide its products, services, and solutions throughout the United States and Canada. Avaya is proud of its commitment to delivering services that comply with government and industry standards. Avaya maintains its systems to industry standards and compliance as well as holds numerous certifications. Below is a sample list of Avaya's key certifications and compliance standards: • HIPAA: Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge. • PCI-DSS: Payment Card Industry Data Security Standard. PCI DSS an information security standard for organizations that handle branded credit cards. • FedRAMP Moderate Impact Level: Federal Risk and Authorization Management Program Moderate Impact Level is the standard for cloud computing security for "controlled, unclassified information" (CUI) across federal government agencies. • JITC Certification: Joint Interoperability Test Command. JITC tests technologies that pertain to the multiple branches of the armed services and government • ISO 9001:2015: ISO 9001 is the international standard that specifies requirements for a quality management system. • ISO 14001:2015: ISO 14001 sets out the criteria for an environmental management system • ISO 27001: ISO 27001 is an internationally recognized specification for an Information Security Management System, or ISMS. • Cloud Security Alliance (CSA) STAR: The CSA STAR Certification is a

		rigorous third-party independent assessment of the security of a cloud service provider. This technology-neutral certification leverages the requirements of the ISO/IEC 27001:2013 management system standard together with the CSA Cloud Controls Matrix. • Cloud Security Alliance (CSA) CAIQ: The Consensus Assessments Initiative Questionnaire (CAIQ) is a survey provided by the Cloud Security Alliance (CSA) for cloud consumers and auditors to assess the security capabilities of a cloud service provider. • Federal Information Processing Standards (FIPS) 140-2: FIPS 140-2 is an information technology security accreditation program for validating that the cryptographic modules produced by private sector companies meet well-defined security standards. • National Institute of Standards and Technology (NIST): NIST compliance broadly means adhering to the NIST security standards and best practices set forth by the government agency for the protection of data used by the government and its contractors. • OAuth2: OAuth 2.0, which stands for "Open Authorization," is a standard designed to allow a website or application to access resources hosted by other web apps on behalf of a user. • General Data Protection Regulation (GDPR): The GDPR is a legal standard that protects the personal data of European Union (EU) citizens and affects any organization that stores or processes their personal data, even if it does not have a business presence in the EU. Additionally, Avaya's data center providers maintain a comprehensive list of certifications, licenses, and industry compliance standards, including, but not limited to: • Tier 3-4 rated certifications: Tier 3: A data center with multiple paths for power and cooling, and redundant systems that allow the staff to work on the setup without taking it offline. This tier has an expected uptime of 99.982% per year. Tier 4: A completely fault-tolerant data center with redundancy for every component. • SOC 2-3 Type II: Service Organization Control (SOC) audit on how a cloud-based service provider handles sensitive information • PCI-DSS: PCI DSS is an information security standard for organizations that handle branded credit cards. • HIPAA: The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge. • The HITECH (Health Information Technology for Economic and Clinical Health) Act of 2009 is legislation that was created to stimulate the adoption of electronic health records (EHR) and supporting technology in the United States. • HITRUST CSF: The HITRUST Common Security Framework (HITRUST CSF) is a certifiable framework that provides organizations with a comprehensive, flexible, and efficient approach to regulatory compliance and risk management • ISO 27001: ISO 27001 is an internationally recognized specification for an Information Security Management System or ISMS. • NIST 800-53: The NIST 800-53 is a cybersecurity standard and compliance framework developed by the National Institute of Standards in Technology. • FISMA (Federal Information Security Management Act): FISMA is U.S. government legislation that defines a comprehensive framework to protect government information, operations, and assets against threats • ISAE3402: International Standard of Assurance Engagements 3402 is the internationally recognized auditing standard for auditing the internal control system (ICS) of outsourcing service providers. • IDW PS951 (German SAS 70): The auditing standard IDW PS 951 specifies requirements for auditing the ICS of a service company.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Avaya has had no suspension or disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Since its spin-off from Lucent in 2000, Avaya has been the recipient of countless awards and recognition opportunities. Avaya is proud of these awards and understands that meeting evolving customer needs requires continuous innovation and investment – that's why Avaya has invested over $600M in Research & Development (R&D) during the past three years. In fact, Avaya has over 4,300 patents! This type of R&D commitment means Sourcewell members can benefit from the	

latest communications solutions today and can feel confident that the innovation will continue in the future.

Below are awards and recognition Avaya has received in the past five years:
2022
- Ventana Research Names Avaya Leader in Customer Experience
- 2022 Aragon Research Globe for Team Collaboration
- 2021-2022 The Cloud Awards- Best Use of Telephony/Unified Communications in Cloud Computing
- Frost and Sullivan Best Practices Award 2022
- MetriStar Top Provider for Workforce Optimization Platform 2022
- Software Reviews Leader 2021 for CCaaS
- TMC 2022 Internet Telephony Product of the Year Award- Avaya OneCloud UCaaS
- TMC 2022 Customer Product of the Year Award- Avaya OneCloud CCaaS
- 2022 CRN Partner Program Guide
- 2022 Gold Stevie Award for Avaya OneCloud
- TrustRadius 2022 Top Rated Award for Avaya OneCloud CCaaS
- 2022 People's Choice Award for Avaya OneCloud
- 2021 Frost and Sullivan Competitive Strategy Leadership Award
- UC Today 2022 Most Innovative Product of the Year

2021
- Forbes Best Employers 2021
- 2021 Contact Center Technology Award from Customer Magazine
- TMC 2021 Cloud Computing Excellence Award for Avaya Cloud Office
- Frost and Sullivan Best Practices Award 2021
- UC Today 2021 Awards for Avaya OneCloud CPaaS
- UC Today: 2021 Best Use of AI for Avaya Spaces
- UC Today: 2021 Best CPaaS Solution for Avaya OneCloud CPaaS
- 2021 Aragon Research Globe for Intelligent Contact Center
- Avaya OneCloud UCaaS Scores High Customer Sentiment Ratings in MetriStar Study
- 2021 Aragon Research Globe for Unified Communications and Collaboration
- TMC 2021 Customer Product of the year Award
- Ventana Research Names Avaya a Top CCaaS Provider
- 2021 Aragon Research Globe for Video Conferencing
- Newsweek: America's Most Responsible Companies 2021

2020
- Visa Global Registry 2020
- CRN 5-Star Rating for Avaya Edge Partner Program
- 2020 Aragon Research Globe for Unified Communications and Collaboration
- Managed.IT Editor's Choice Award Winner for Avaya Spaces
- Best of Enterprise Connect 2020 for Avaya Spaces
- 2020 Customer Magazine Product of the Year
- 2020 Frost and Sullivan Best Practices Awards
- 2020 Internet Telephony Product of the Year Award
- 2020 Aragon Research Globe for Intelligent Contact Center
- 2020 Customer Magazine Product of the Year for Unified Communications
- 2020 Customer Magazine Contact Center Technology Award for Avaya OneCloud CCaaS
- Industry Wired Magazine: World's Top 10 Best Contact Center Solution Providers
- Avaya Named one of five "Most Culturally Powerful Companies" in the Americas
- 2020 Tech Cares Award from Trust Radius
- TSIA 2020 STAR Award for Avaya OneCloud Subscription
- Digital.com: The Best VOIP Phone Services of 2020
- Digital.com: Best Business Phone Services of 2020
- Frost and Sullivan Award for Excellence in Healthcare Solutions
- Digital.com: Best Business Phone Services of 2020

2019
- Gold in 2019 Stevie Awards for Sales & Customer Service
- 2019 Edison Patent Award in Information Technology
- 2019 TMC Product of the year Award for Unified Communications
- Internet Telephony Magazine 2019 Unified Communications Excellence Award
- IDC MarketScape Worldwide Unified Communications and Collaboration 2019 Vendor Assessment
- 2019 Network Middle East Innovation Awards Unified Communication Vendor of the Year
- 2019 Channel Awards Reseller ME Partner Excellence Award for Avaya Edge
- Gartner Peer Insights Customers' Choice for Unified Communications

2018
- 2018 Gold at IT World Awards for Business Intelligence and Analytics
- 2018 UC Awards for Best Endpoint Solution
- 2018 Conarec Award for IP Telephony Platform
- 2018 Conarec Award for Technology Partner

		• 2018 Conarec Award for Automated Call Distribution	
20	What percentage of your sales are to the governmental sector in the past three years	Avaya does not separately report sales for its government sector; however, sales to the United States Federal Government for the prior two fiscal years are listed below: • Fiscal Year 2021: $231 million (7.76%) • Fiscal Year 2020: $230 million (8.00%) • In the fall of 2020, the U.S. Social Security Administration (SSA) announced its selection of Avaya to provide its cloud portfolio of Contact Center, Unified Communications, and Collaboration services to SSA's 62,000 employees who support the 65 million Americans who rely on the SSA. This is a perfect example of Avaya's commitment to government customers. The press release can be found here: U.S. Social Security Administration to Enhance Customer Experience for Millions of Americans with Avaya Communications Solutions, Providing Next-Generation Service and Increased Efficiency	*
21	What percentage of your sales are to the education sector in the past three years	Avaya does not separately report sales for its education sector. As noted in Question 13, Avaya serves more than 4,800 educational institutions for their communications systems – from pre-schools to R1 research universities and everything in between. Examples of Avaya education customers include: • Clemson University • Florida State University • St. John's Lutheran School (Chicago) • Oswego Community Unit School – District 308 (Chicago) • Gottesman RTW Academy (New Jersey) • West Chester University (Pennsylvania) • McMaster University (Ontario, Canada) • Central Islip School District (New York) • Albuquerque Public Schools • Five (5) of the eight (8) Ivy League universities rely on Avaya solutions.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Approximately three years ago, Avaya formed a dedicated State/Local/Education (SLED) team to focus on the unique needs of this community. One of our strategic initiatives in this segment is to provide greater customer access and contracting options to acquire Avaya's products and services in an effective and efficient manner. In the past two years, Avaya has been awarded over five direct contracts in the SLED space. Avaya's cooperative purchasing contracts include: • PEPPM (4 states) o $1.2M 3-yr revenue o Renewal with 49 states awarded 11/2022 • National Cooperative Purchasing Alliance (NCPA) o $2.0M – Awarded 12/2020 • The Interlocal Purchasing System (TIPS) o $50K – Awarded 5/2021 • State of Texas Department of Information Resources: Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services o $1.9M - Awarded 8/2021 • Texas Department of Information Resources: Software as a Service (SaaS) o $0 - Awarded 8/2022 Avaya Direct State Contracts: • Commonwealth of Kentucky: ~$2M • New Jersey: ~$15M • New York: ~$1M • Louisiana: ~$600K (Awarded 9/2022) Avaya Indirect State/Federal/Provincial Contracts: Through its partners, Avaya serves the communications needs of numerous State, Federal, and Provincial customers.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA IT Schedule Price List - Contract# GS-35F-0156V GSA Reported Sales: • Total YTD FY2022: $31,596,159.15 • Total FY2021: $34,511,218.42 • Total FY2020: $26,991,452.30	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
McMaster University	Paula Brown -Hackett, Director, Campus (CORE) Infrastructure Systems	905-525-9140 X27070	*
Florida State University	Bobby Sprinkle, Chief Technology Officer	850-644-2265	*
Leon County Government	Michelle Taylor, Chief Information Officer, Office of Information Technology	850-606-5511	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Entity Name is Optional	Government	District of Columbia - DC	Comprehensive UCaaS and/or CCaaS Solution with related hardware and professional services.	$22-$42,190,560	$274,898,684	*
Entity Name is Optional	Government	District of Columbia - DC	Comprehensive UCaaS and/or CCaaS Solution with related hardware and professional services.	$8-$3,104,037	$46,110,661	*
Entity Name is Optional	Government	District of Columbia - DC	Comprehensive UCaaS and/or CCaaS Solution with related hardware and professional services.	$6-$2,470,980	$36,578,287	*
Entity Name is Optional	Government	District of Columbia - DC	Comprehensive UCaaS and/or CCaaS Solution with related hardware and professional services.	$54-$5,832,034	$35,714,615	*
Entity Name is Optional	Government	District of Columbia - DC	Comprehensive UCaaS and/or CCaaS Solution with related hardware and professional services.	$56-$3,760,743	$33,457,265	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Avaya's Public Sector pre-sales team is comprised of approximately 100 professionals dispersed throughout the United States. Avaya understands the importance of "being close to the customer" and currently has sales, pre-sale engineering, proposal, and business development employees in more than 20 states, including: Alabama, California, Colorado, District of Columbia, Florida, Georgia, Idaho, Illinois, Maryland, Massachusetts, Michigan, Mississippi, Nevada, New Jersey, New York, North Carolina, North Dakota, Oklahoma, Pennsylvania, Texas, Vermont, Virginia, and Washington. Beyond the Avaya sales force noted above, our customer reach expands significantly when coupled with our vast partner network salesforce located throughout the United States and Canada. Globally, Avaya has more than 4,200 authorized resellers/partners, including ~200 supporting Canadian customers. Additionally, Avaya has offices located throughout the United States and Canada. Avaya offices provide a physical location for customer, partner, and Avaya teams to meet, to collaborate, or to participate in a solution demonstration. • Avaya Corporate Headquarters: 2605 Meridian Parkway, Durham, NC, 27713 • Avaya Public Sector Headquarters: 12730 Fair Lakes Circle, Fairfax, VA, 22033 Sales Offices: o 350 Mount Kemble Avenue, Morristown, NJ, 07960, o 1 Penn Plaza, Suite 1600 & 1630, New York, NY, 10119 o 6021 Connection Drive, Irving, TX, 75039, o 12121 Grant Street, Thornton, CO, 80241 o 425 Legget Drive, Ottawa, Ontario K2K 2W2 Avaya's offices in New York and Fairfax are also home to our Customer Briefing Centers. From these centers, Sourcewell members can engage in an on-site, virtual, or hybrid briefing experience, with immersive displays and visual, interactive elements. Customers can explore our market-leading solutions based on specific business scenarios and use cases. From strategic overviews to detailed technical demonstrations, our briefing team is available for Sourcewell members virtually or in our Customer Briefing Centers. As noted in Question 16, the Sourcewell Account Team will be led by Jon Newton, Director, Public Sector – West, and a direct report to Jenifer Bond, Vice President, State, Local, and Education. The team is accountable for providing all transactional quoting, engineering design, sales engagement, contract negotiation, and business support activities. As the relationship owner, the Account Team will advocate for this contract by utilizing and collaborating with Avaya's internal teams for: • Custom / complex solutions • Issue management/resolution • Executive leadership sponsorship Klara Reilly, Program Manager, Strategic Contracts, will serve as the Sourcewell Program Manager, and Elizabeth McCauley, Director of Channels – Public Sector, will lead the team for Avaya's authorized partner and reseller engagements with Sourcewell members.

27	Dealer network or other distribution methods.	In addition to Avaya's direct sales force, Avaya uses authorized resellers/partners to extend its reach and breadth to meet customers' telecommunications needs. Avaya Authorized Resellers/partners are highly valued and critical to our success and to that of our customers. Globally, Avaya has more than 4,200 authorized resellers/partners, including ~200 supporting Canadian customers. Avaya's worldwide innovative partner program is designed to support our Resellers to provide exceptional customer experiences by: • Actively supporting a Reseller's go-to-market model based on their targeted customer segments, expertise, and geographic location • Significantly expanding customer access to Avaya's solutions by allowing vendor choice To support its partners, and ultimately Avaya's customers, Avaya has one the best partner programs in the industry, the Avaya Edge Program. The Avaya Edge Program is a worldwide innovative partner program that provides an opportunity for partners to differentiate their company in the market and gives unprecedented access to a comprehensive set of benefits, including: • Sales & Marketing • Pricing support • Market Development Funds • Demo Program / Customer Briefing Center • Training and certifications • Technical Resources • Avaya design & technical support • RFP response assistance • Post-sales support • Avaya certification and credentials • Integration Expertise Avaya's authorized resellers serve as an extension of Avaya and can deliver Avaya solutions directly to Sourcewell customers, including quoting, design, contracting, delivery, implementation, integration, training, and invoicing. Upon award, and as described in our Marketing Plan (Question 36), Avaya will onboard and train partners on the Sourcewell program.
28	Service force.	Avaya understands that the customer's journey begins after the sale; that's why Avaya takes service and support so seriously – from project implementation to Moves/Adds/Changes/Deletes (MACDs) to trouble ticketing to billing and everything in between. When critical infrastructure, like telecommunications, goes down, it impacts all stakeholders in the organization's eco-system- employees, customers, business partners, students, parents, constituents, etc. That's why Avaya is always focused on proactively safeguarding the performance and availability of our customers' communications systems. To begin, Avaya is pleased to share several "fast facts" about Avaya's service and support: • >3000 Service and Technical experts supporting customers • 24/7/365 customer service in 42 countries and 16 languages • 20 support centers around the globe • 1.5M service requests handled annually • 91% of all outages resolved in less than two (2) hours • 84% of online chat inquiries resolved in less than one (1) hour • Avaya systems auto-resolve issues before customers even know they exist o Avaya Proactive Prevention reduces outage probability by 73% and resolves 96% of all alarms without human intervention Avaya's commitment to a positive customer experience begins with implementation; therefore, Avaya assigns a cloud implementation team for many of its cloud deployment platforms (including Avaya Enterprise Cloud and Avaya Government Cloud). This team of subject matter experts is included at no additional charge and is responsible for the successful implementation and turn-up of the cloud communications solution. The team includes the following members: • Project Manager: Overall project success • Enterprise Architect: Cloud Architecting and design • Project Coordinator: Serves as a deputy to the Program Manager • Transition Coordinator: Manages transition and onboarding • Integration Manager: Application Integration • Customer Success Manager: Customer advocate for the life of the service Unique to Avaya cloud solutions is the Customer Success Manager (CSM) assigned to the customer for the life of the program, with the primary role of acting as the customer advocate between Avaya Operations Services and the customers to ensure customer satisfaction and to meet operational service level agreements. Additional service and support responsibilities include: • Participates in the onboarding process (initial and new users) • Customer advocate/escalation point into service delivery team 24 x 7 • Owns Root Cause Analysis and facilitates technical input, and tracks corrective

actions
- Conduct operational reviews
- Administer customer satisfaction surveys and discuss improvement areas with the client

*

Additionally, customers of Avaya cloud deployments receive an Operations Support Guide – a comprehensive document completed by both Avaya and the customer that outlines the service operations, including, but not limited to, service delivery information, escalation contacts, Avaya support/service desk, service monitoring, and administration for MACDs.

With Avaya's Cloud Administrative Portal (Self-service) and Management Service Platform, customers have numerous self-service functions available 24x7, including:
- MACD administration (some functions required Avaya support)
- Access to real-time & dynamic operation dashboards
  - Voice Quality
  - Contact Center productivity and statistics
  - Solution Health
  - Incident Summary
  - Access to the Avaya Service Desk (open and view service tickets)

Avaya's on-premise customers have the option to choose the type of service options that best meets their needs. Highlights of these options include:

Support Advantage Essential: provides 24x7 remote technical support, access to the Avaya Support Website, updates and fixes, and Avaya Secure Access Link (SAL) gateway software to enable remote support.

Upgrade Advantage: An economical way to receive major software upgrades on a subscription basis as they become available during the contract term.

Advance Parts Replacement: Advance Parts Replacement can be purchased for certain covered Avaya products and is available with the next business day and two different four-hour delivery time options (8x5x4 and 24x7x4) in selected countries. This feature provides customers with certified Avaya parts, helping customers avoid having to carry their own parts inventory.

Onsite Support: With the Onsite Support feature, which includes Advance Parts Replacement, Avaya dispatches technical resources when onsite support is needed and replaces defective parts, except terminals, providing additional support coverage and access to Avaya expertise when customers need it most. This feature helps customers avoid having to maintain and train in-house expertise for Avaya products, as well as not having to carry their own parts inventory.

Whichever Avaya solution Sourcewell customers choose, Avaya Customer Service is simply a chat, phone call, video call, email, or web ticket away – ready to support and resolve. And backed by some of the most robust Service Level Agreements in the industry.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Customers request quotes and associated Statements of Work from their Avaya contact (Avaya account manager or reseller). Upon quote, and Statement of Work acceptance, Sourcewell customers issue Purchase Orders to the quoting entity with the appropriate contract number listed on the Purchase Order to ensure accurate pricing reporting and administrative fee payment. Avaya works with three primary distributors: TD SYNNEX, ScanSource, and Jenne. SYNNEX - Founded in 1980, TD SYNNEX Corporation (NYSE: SNX) is an industry leader in IT distribution, providing comprehensive logistics to help business partners grow and enhance their customer engagement strategies. TD SYNNEX is headquartered in Fremont, CA, with global operations and is ranked #130 in 2020 Fortune 200 Industry Awards. ScanSource – A leading global provider of technology products and solutions. Its goal is to be the center of the solution delivery channel, connecting businesses and providing solutions for their complex needs. Its partners include value-added resellers (VARs), sales partners or agents, independent sales organizations (ISOs), and independent software vendors (ISVs). Jenne - In its more than 30 years in business, Jenne has focused on offering and supporting the channel's leading product solutions in Unified Communications and Collaboration, Networking and Infrastructure, Physical Security, Video Conferencing, and the Internet of Things, to thousands of customers from coast to coast. Jenne's high-touch, fast-response model of outstanding service and support allows its partners to be more successful and move quickly with on-time, accurate delivery from its state-of-the-art distribution center. Today, Jenne, Inc. continues to grow and thrive by having developed into one of the nation's largest technology distributors.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers with Avaya's Cloud Solutions benefit from Service management twenty-four (24) hours a day, seven (7) days a week, 365 days a year, backed by globally deployed Avaya Network Operations Centers and Service Level Objectives. Additionally, Avaya provides customers access to two cloud management tools to submit service requests and view cloud dashboards: • Avaya Cloud Admin Portal for self-service and • Avaya Management Service Platform (AMSP) Avaya Cloud Admin Portal The Avaya Cloud Admin Portal is a single pane of glass interface that delivers self-service capabilities for Avaya Cloud deployments. Once a customer deployment is complete, the web-based portal provides operational and administrative services enabling a customer administrator to execute Moves, Adds, Changes, and Deletes (MACDs) without having to open an Avaya ticket. Tickets are still required for certain functions not supported in the Admin Portal. It also provides a Self-Care Portal for end users to personalize their UCaaS experience and change their passwords. Authentication for both the Admin and Self-Care Portals will be via SAML SSO/LDAP. With the Avaya Cloud Admin Portal, the customer can perform user-level MACDs (Moves, Adds, Changes, and Deletions). In addition, the Customer is entitled to an allotment of remote Move, Add, Changes, and Delete (MACD) to be performed by Avaya based on the contracted user volume or agent volume in the Customer's Order. Avaya Service Management Platform (AMSP) The Avaya Management Service Platform provides robust cloud Service Management features, including • Access to real-time & dynamic operational dashboards, including Cloud Dashboard, Voice Quality, Solution Health, and map view of Critical and Major incidents with click-through capability. • Login IDs to designated customer IT contacts to view the operational dashboards; and • Access to the Avaya service desk to open new and view existing service request tickets, including MACD requests. Customers with on-premise solutions and Avaya support coverage benefit from Avaya Support Services, an organization staffed with highly trained Customer System Engineers and remote technical support personnel committed to delivering the best service in the industry. Avaya provides customers with remote monitoring, diagnostics, testing, and resolution through Avaya Support Services centers, which are staffed 24 hours a day, seven (7) days a week, 365 days a year, including holidays. Major alarms and issues continue to be worked on with the Support Services' proactive tools and follow the sun philosophy. Reports and alarms are tracked through the technical service center Service Desk for real-time updates and customer status. Response times vary depending on the criticality of the issue and the support option	

selected. Remote access provides Avaya with the quickest diagnostics to determine if an onsite resource is required. Technicians in major metropolitan areas can be onsite in as little as 4 hours.

Avaya Customer Service can be reached via several methods:

• Web access: https://support.avaya.com/contact/
o Report an outage (total service outage / engage Avaya emergency recovery team)
o Available 24/7/365
o Engage a live agent via web chat
o Open an online service request
• Via telephone:
o Customer Service: 866-282-9248
o Technical Support: 800-242-2121
o Billing Support: 800-852-2436

Avaya's Service Levels are solution dependent. Below are the Service Level Agreements for Avaya's Experience Platform, Enterprise Cloud, Government Cloud, and Spaces.

SLA for Avaya Experience Platform
Target Availability Percentages: Avaya will use commercially reasonable efforts to make the CCaaS Services Available to the Customers in accordance with the Target Availability Percentage of 99.99%.

Availability Credits. Availability Credits, if any, shall be calculated by multiplying the applicable percentage times the amount paid by Customer for the impacted CCaaS Services on a monthly basis and applied against future fees due for the impacted CCaaS Services. The total Availability Credits awarded with respect to any calendar month will not, under any circumstances, exceed 30% of the monthly fee paid to Avaya for the impacted CCaaS Services
Availability:
• 100% - ≥ 99.99% =0%
• < 99.99% - ≥ 99.0% =10%
• < 99.0% - ≥ 0% =30%

Service Levels
Avaya Experience Platform CCaaS Support measures Service Level Objective (SLO) timing from the receipt of completed, actionable information.

Priority Levels
Priority 1
Response: Avaya's response time from receipt of the request to notifying the customer is within 15 minutes.
Restoration: The time from the notification to the point where the service is restored is within 60 minutes.
Resolution: The time from notification to the problem being resolved is within 2 hours of the initial incident.

Priority 2
Response: Avaya's response time from receipt of the request to notifying the customer is within 30 minutes.
Restoration: The time from the notification to the point where the service is restored is within 4 minutes.
Resolution: The time from notification to the problem being resolved is within 8 hours after the initial incident.

Priority 3
Response: Avaya's response time from receipt of the request to notifying the customer is within 1 hour.
Restoration: The time from the notification to the point where the service is restored is within 2 business days.
Resolution: The time from notification to the problem being resolved is within 5 business days.

Priority 4
Response: Avaya's response time from receipt of the request to notifying the customer is within 1 business day.
Restoration: the time from the notification to the point where the service is restored is within 5 business days.

SLAs for Avaya Enterprise Cloud
The Service Levels provided below are for the Avaya Enterprise Cloud UCaaS Service. Service Levels will start on the next Business Day following the Service

Activation Date and will be measured monthly based exclusively on the information included by Avaya.

Incident Severity Definitions
Incidents will be classified in accordance with the following incident severities:

Critical Incident:
Incident that:
- Results in a loss of service that impacts all End Users assigned to a data center; and/or
- Causes a complete loss of core functionality, such as call processing

Major Incident
Incident that:
- Results in a loss of service that impacts a large number of End Users, typically more than 25% of End Users.
- Causes a partial loss or severe degradation of core functionality such as call processing.

Minor Incident
Incident that does not significantly affect Customer's normal business operations, including an Incident that affects:
- A small number of End Users, including single End User affecting incidents; or
- Availability or operation of a particular feature or functionality.

Service Level Description and Targets
The Service will be performed in accordance with the following Service Levels:

Time to Notify: Elapsed time from creation of an Incident Record until Avaya has provided an electronic notification to the Customer.
A Critical Incident has a target of ≤15 minutes for 95% of Incidents.
A Major Incident has a target of ≤60 minutes for 95% of Incidents.

Time to Restore: Elapsed time from creation of an Incident Record until Avaya has restored Normal Service Operation
A Critical Incident has a target MTTR ≤ 4 hours
A Major Incident has a target MTTR ≤ 6 hours
A Minor Incident has a target Next Business Day for 85% of Incidents

Calculation:
MTTR is X divided by Y where:
- X is equal to the sum of the Time to Restore periods for all Incidents with the same Incident Severity which have occurred during the month; and
- Y is equal to the total number of Incidents with the same Incident Severity that have occurred during the month.

Availability
The following Availability targets apply to the provision of Avaya Enterprise Cloud UCaaS:
UCaaS Bundles – Availability target of 99.99%

The monthly Availability performance (%) for an Avaya Enterprise Cloud UCaaS Service Element will be calculated in accordance with the following formula:

Formula: Monthly Availability performance (%) = (A – B- C) / (A – C) × 100%
where:
A = total number of minutes in a month,
B = total number of minutes the AEC Service has been Out of Service during a month
C = Scheduled maintenance time or planned downtime

Example: A = 31 days × 24 hours × 60 minutes = 44640 minutes
B = 15 minutes
C = 120 minutes
Monthly Availability performance (%) = ((44640-15-120) / (44640-120)) * 100% = 99.966%

Out of Service for each Avaya AEC Service element is defined as follows:
UCaaS Bundles- Loss of call processing functionality due to a Critical Incident.

SLA for Avaya Government Cloud
The Service will be performed in accordance with the following Service Levels:
Time to Notify: Elapsed time from creation of an Incident Record until Avaya has provided an electronic notification to the Customer.

		A Critical Incident has a target of ≤15 minutes for 95% of Incidents. A Major Incident has a target of ≤60 minutes for 95% of Incidents. Time to Restore: Elapsed time from creation of an Incident Record until Avaya has restored Normal Service Operation A Critical Incident has a target MTTR ≤ 4 hours A Major Incident has a target MTTR ≤ 6 hours A Minor Incident has a target Next Business Day for 85% of Incidents Calculation: MTTR is X divided by Y where: • X is equal to the sum of the Time to Restore periods for all Incidents with the same Incident Severity which have occurred during the month; and • Y is equal to the total number of Incidents with the same Incident Severity that have occurred during the month. Availability The following Availability targets apply to the Service Elements: UC Basic, UC Core and UC Power Bundles – Availability target of 99.99% CC Basic Voice Bundle: 99.99% CC – Call Recording: 99.90% The monthly Availability performance (%) for an Avaya AGC UCaaS Service Element will be calculated in accordance with the following formula: Formula: Monthly Availability performance (%) = (A – B- C) / (A – C) × 100% where: A = total number of minutes in a month, B = total number of minutes the AGC Service has been Out of Service during a month C = Scheduled maintenance time or planned downtime Example: A = 31 days × 24 hours × 60 minutes = 44640 minutes B = 15 minutes C = 120 minutes Monthly Availability performance (%) = ((44640-15-120) / (44640-120)) * 100% = 99.966% Out of Service for each Avaya AGC Service element is defined as follows: • UCaaS Bundles: Loss of call processing functionality due to a Critical Incident. Call Processing is when end users cannot make or receive calls. • Contact Center – Voice: Loss of call routing functionality due to a Critical Incident. • Contact Center – Recording: Loss of contact recording functionality due to a Critical Incident. SLA for Avaya Spaces Target Availability Percentage - Avaya will use commercially reasonable efforts to make the Cloud Services Available to Customer in accordance with the Target Availability Percentages for the Cloud Spaces Services: 99.99%. Availability Credits - Availability Credits, if any, shall be calculated by multiplying the applicable percentage from the table below times the amount paid by Customer for the impacted Cloud Services on a monthly basis and applied against future fees due for the impacted Cloud Services. The total Availability Credits awarded with respect to any calendar month will not, under any circumstances, exceed ten percent (10 %) of the monthly fee paid to Avaya for the impacted Cloud Services.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Avaya and its partners are ready to promote and sell products and services with the participating entities in the United States. Please see our Marketing Plan in question 36, and the Draft Marketing Flyer in the Additional Documentation Section.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Avaya provides products and services throughout the United States and Canada. Please see our Marketing Plan in question 36, and the Draft Marketing Flyer in the Additional Documentation Section.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Avaya has no geographic restrictions in the United States or Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Avaya can provide services to any Sourcewell entity in the United States and Canada.	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Avaya has no specific contract requirements or restrictions for providing services in Hawaii, Alaska or the US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Avaya has a Strategic Contracts Program that supports all activities required to administer and grow contracts after award. The Program will oversee the activities required to market the Sourcewell contract. Avaya's contract marketing strategy relies on both direct sales and authorized resellers (channel partners) to reach potential Sourcewell customers. Often, partners have local relationships with customers, so this dual-pronged approach allows Avaya to have a more localized presence, which is important for a contract like Sourcewell. The Avaya contract and sales teams will begin introductions with the Sourcewell team as soon as practicable after from contract award and will then commence contract promotion and training. Initial Announcement Each week, Avaya employees receive a "Weekly Wins" email from the Avaya Global Sales Vice President. This email briefly describes the customer, award, solution summary, and recognizes contributing team members. Promptly upon award notification of a Sourcewell award, the account team will submit the write-up for the "Weekly Win" distribution. This initial notification will be distributed across all relevant sales teams, and will include details on the benefits of the contract and how to increase sales using it. Avaya Stakeholder Training Following the initial general internal announcement, Avaya's Public Sector marketing and the Sourcewell capture team will prepare a web-conference training for Avaya Sourcewell stakeholders to include the following teams: • State / Local / Education Sales & Business Development • State / Local / Education Engineering • Public Sector Proposal and Capture • Legal & Contracts • Pricing • Channel Team Topics will include: • Sourcewell history, customer background, and geographic locations • How Sourcewell members procure services o Website overview o Customer engagement o Order flow o Reporting o Products on the Sourcewell contract o Pricing Overview These general training are repeated as necessary to maintain awareness of the Sourcewell contract. Authorized Reseller/Partner Training As described above, similar training will be provided to all Avaya-authorized resellers on the Sourcewell contract. These partner training are repeated for the partners as necessary to maintain awareness of the Sourcewell contract. Ongoing Sourcewell Internal Training/ Engagements During the next few months, Avaya's public sector field sales teams, along with the Sourcewell team, will conduct virtual or in-person activities to engage customers, qualify opportunities and develop relationships with key stakeholders. In addition to the company-wide notification, Avaya's Public Sector sales force will be invited to a virtual Kickoff led by Klara Reilly, Program Manager – Strategic Contracts. Ms. Reilly will serve as Sourcewell's Executive Sponsor and Program Manager. In addition, she will present to the sales force an overview of the new contract, products, services, and the next steps to commence selling and promoting the new contract to all qualified customers. Ms. Reilly will continue to promote, train, and market the Sourcewell contract throughout the life of the contract. Avaya's Account teams and reseller partners will work directly with assigned Sourcewell Customers. This direct sales strategy enables our teams to be highly knowledgeable about Sourcewell Customers' mission and objectives, enterprise architecture, budget priorities, technology, and service needs. The Account Managers and reseller partners will have	*

		access to the resources, tools, and information needed to assist Sourcewell customers in making the best possible support decisions to meet their mission objectives. Marketing Campaigns Avaya will conduct marketing campaigns throughout the term of the contract, offering seminars and Sourcewell-specific promotions. Avaya Sales Executives and our Sourcewell resellers will make regular sales calls to eligible Sourcewell members, providing product demonstrations and "Try-it-Buy- It" plans for selected products. Additionally, Avaya will create and maintain a Sourcewell-specific website to include the following information: • Sourcewell Price Catalog • Description of Avaya Solutions and Services on contract • Product specifications • How to obtain quotes and place purchase orders via o Avaya direct o Authorized Resellers/Channel Partners • Key Avaya contacts by region • Various resource links Due to the customized nature of the offerings and the requirements for an individual Scope of Work (SOW), our sales team will work with the customers to select the best products and solutions for their desired outcomes. Quoting Process: Avaya Sales teams will collaborate with Sourcewell members to select the best products, services, and solutions to meet their needs. Together, they will collaborate to define requirements, develop a statement of work (SOW), and Avaya will develop and present a solution accompanied by a price quote. The Avaya SOWs and quotes will include the Sourcewell contract number. Marketing Team Ariel Wilkins and Susan Pulfer are Avaya's full-time, dedicated Public Sector Marketing Managers (PSMM) with over 35 years of combined experience. Mr. Wilkins and Ms. Pulfer develop and execute a full suite of marketing campaigns and strategies, including: • Marketing Collateral (product announcements, solution examples, printed materials, advertisements, etc.) • E-mail communication • Product Demonstrations • Events / Trade Shows / Conferences • Educational Webinars / Seminars • Promotions • Social Media / Blogs / Success Stories • Website Content Management • Printed Materials / Advertisements Mr. Wilkins and Ms. Pulfer will support the marketing efforts for the Sourcewell contract. Plan Management Mr. Wilkins, Avaya's PSMM, is located at the Public Sector Headquarters in Fairfax, VA. Ms. Pulfer is located in Toronto, Ontario. Both support the Public Sector customers, and Avaya Sales teams throughout the United States and Canada. They also have access to and support Avaya's corporate marketing organization to assist with public sector-specific marketing efforts. Avaya is fully committed to supporting and providing our Marketing Team with the necessary resources to succeed in Sourcewell's contract.	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Avaya has a strong social media presence with nearly 500,000 followers across various social media platforms. • LinkedIn: 356k followers • Facebook: 19.9k followers • Twitter: 83.5k followers • Instagram: 7k followers • YouTube: 13.1k followers • International Avaya User Group (IAUG): 15K users IAUG is one of the world's largest international organizations for communications technology professionals. As the forum for the global Avaya customer community, IAUG provides a voice and resource for Avaya customers everywhere. IAUG is by customers, for customers. Its goal is to provide a platform for Avaya users to connect and work together to troubleshoot, network, and learn. Avaya also has a prospect base from previous interactions with individuals that have expressed interest in Avaya's technology. We leverage marketing emails to keep these individuals informed of our solutions, upcoming events, or thought leadership documents.	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Upon award, Avaya will work with a Sourcewell point of contact to coordinate and collaborate on the following marketing and promotion activities: • Provide the Member List and a revised list for new members as needed. • Coordinate Events / Trade Shows / Conferences • Marketing Collateral (product announcements, solution examples, printed materials, advertisements, etc.) • E-mail communication • Product Demonstrations • Educational Webinars / Seminars • Promotions • Social Media / Blogs / Success Stories • Website Content Management • Printed Materials / Advertisements Sourcewell will be integrated into the Avaya sales process, and sales team will be trained on how to use the contract, and they will be encouraged to recommend Sourcewell to their customers as a preferred contract vehicle to streamline their acquisitions and avoid time-consuming and costly RFPs.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Avaya will create a Sourcewell-specific website to include the following information: • Sourcewell Price Catalog • A Description of Avaya Solutions and Services Offered • Product specifications • How to obtain quotes and place purchase orders via o Avaya direct o Authorized resellers • Key Avaya contacts by region • Various resource links Yes, we have an e-procurement process, however Sourcewell customers will procure Avaya's products and services through Statement of Work (SOW) and Purchase Order process. This ensures customers receive the Sourcewell discounts and pricing, the correct solution and the Sourcewell's Administration fee is properly accounted for each transaction.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Avaya's training modules are solution-specific, and the following outlines the training curriculum for our cloud offerings which are managed service offerings – which means Avaya will handle the operations of the service, including management, diagnostics, upgrades, and maintenance. The managed service also translates to much simpler training requirements for customers as they are not tasked with caring for the service, patching, repairs, etc. The Avaya solution is intuitive and user-friendly. We have found that most customers are able to successfully use our services with an instructor-led "train the trainer" session combined with online, end-user self-paced courses. Our Program Manager will coordinate training and recommended curriculum through the Avaya Learning organization, which offers a mix of instructor-led and self-paced learning options for Sourcewell. Avaya offers various training content geared for each type of user, including IT Administrators, UCaaS end-users, CC agents, and CC supervisors. The following training is included with the service offering. Avaya Experience Platform Training As part of the Avaya AEP CCaaS subscription, Avaya will provide Sourcewell members with access to self-service training resources including videos, user guides, and other documentation. The following training courses are available for all Sourcewell members- including Administrators, Agents, and Supervisors. Getting Started with Avaya Experience Platform-CCaaS Public – All audiences • Administering Avaya CCaaS Public – Administrators (Admin Portal) • Administering Avaya CCaaS Public Workflows – Administrators (Orchestration) • Administering Avaya CCaaS Public Self-Service – Administration (Automation) • Using Avaya CCaaS Public for Agents - Agents • Using Avaya CCaaS Public for Supervisors - Supervisors • Administering Avaya CCaaS Public Omnichannel Specialized Test - Administrators • Avaya CCaaS Public Administration • Avaya CCaaS Public End-User Training • Avaya CCaaS Public Design Avaya Enterprise Cloud Training	

For Avaya's Enterprise Cloud offering, we include, at no additional cost, a web-based, instructor-led "Train the Trainer", which is for IT Administrators and Trainers. For end-users, Avaya recommends a curriculum of self-paced learning courses that begin with service basics and progresses to more advanced features. A summary is illustrated below:

"Web-based" instructor-led training (Train-the-trainer)
Avaya will conduct one (1) 8-hour day of remote instructor-led train-the-trainer training on the service, SLAs, invoicing, customer tools, and administration portal. The 8 hours of training may not be broken up over several days and must be scheduled on the same day. To maintain the quality and integrity of the training, Avaya recommends a 30-to-40-minute class with a maximum of 15 participants per class. *

Avaya will provide Sourcewell members an option for recording the Initial one (1) 8-hour day of remote instructor-led train-the-trainer training to be used for ad-hoc training that may be required for tools, reports, and invoicing processes as applicable for the duration of the contract.

"Web-based" self-paced distance learning (End User Training)
Avaya will provide web-based, self-paced training courses for End Users for the service features and functionalities for the duration of the contract. Example topics include:

- Cloud UCaaS
- Avaya Spaces User
- Cloud CCaaS
- Avaya Workplace Client
- Avaya Devices
- Avaya Spaces Administrator
- Avaya Workplace Attendant
- Avaya Admin Portal

Training course materials (i.e., outlines, curriculum, or exercises) will be available in the Sourcewell member's administrative portal. Should a Sourcewell member require additional or more customized training, the Avaya Project Manager can recommend customized training options, including on-site instruction, to be quoted separately.

Avaya Government Cloud
Avaya provides Web-based self-paced End User training for the Avaya Government Cloud (AGC). The courses available for the End User training includes topics such as:

- Cloud UCaaS
- Avaya Spaces User
- Cloud CCaaS
- Avaya Workplace Client
- Avaya Devices
- Avaya Spaces Administrator
- Avaya Workplace Attendant
- Avaya Admin Portal

Through Avaya Learning, additional training is available for customer-specific requirements and may be quoted separately.

41	Describe any technological advances that your proposed products or services offer.	Avaya's commitment to continuous improvements and advances in the feature/functionality of its multiple platforms and services has numerous enhancements as part of its 2023 Product Roadmap. Innovation without disruption A customer's journey to the cloud does not require a "rip and replace" approach. Avaya can provide over-the-top features to an existing solution. Need an AI-Powered Chat Bot? Need an omni-channel CCaaS feature like SMS or natural language IVR? Need to add a Kari's Law and Ray Baum Act compliant NG911 to the existing solution? No problem! Uniquely, Avaya can add new features to an existing solution without disrupting a trusted and reliable on-premise environment. Avaya can meet customers wherever they are in their cloud journey with its comprehensive cloud and hybrid solutions. API First With an API-first approach, Avaya Experience Platform – (CCaaS) can integrate with many areas of the customer's business without the need to purchase additional development from Avaya or wait on additional features to be released. This increases the speed of adoption of Avaya Experience Platform throughout multiple areas of a customer's business. Common business areas include user administration, custom digital channels, CRM integration, and much more! • API-first approach brings with it many positive benefits such as: o Ability for development teams to work in parallel using defined ahead contracts and behavior o Ability for reuse, enabling services to be reused in other applications o Increase speed to market with easier consumption and crowd-sourced consumption of API and definitions Avaya Cloud CCaaS APIs being made ready for public consumption: • Customer Journey APIs • Digital APIs • Queue Metrics APIs Hybrid Cloud Solutions Avaya builds innovative open, converged unified communications and collaboration and contact center software solutions to enhance and simplify communications and collaboration in the cloud, on-premise, or a hybrid of both. Avaya is the only vendor that offers a true hybrid solution. The hybrid methodology is about looking at a combination of offerings between SaaS, a service run in the public cloud, a private cloud, and on-premise. Combinations of these, particularly for telephony and meetings, often make sense due to security and compliance needs. In some cases, advanced telephony and data governance are only possible with a private cloud instance. DevConnect Select Product Program Avaya DevConnect Technology Partners provide more options to drive Sourcewell's business forward and provide value to the members. DevConnect Partner solutions undergo rigorous compliance testing to ensure that these solutions are maximized to give Avaya's customers a competitive advantage in your marketplace and simplifies purchasing joint solutions for a faster path to deployment. Artificial Intelligence (AI) and Machine Learning Avaya, as a global leader in CCaaS and UCaaS, continuously uses and incorporates the best of AI and machine learning to strengthen connectivity, community, and productivity. Bringing advancements to modern contact center experience for customers and agents requires a combination of AI-powered human interaction and virtual agents. The proactive AI-powered connections create effortless experiences by connecting everything across any channel with built-in, predictive AI that adapts to customer needs. Artificial Intelligence Noise Removal With the Avaya Services, we can infuse artificial intelligence into any conversation and eliminate background noises on both voice and video calls for the end user and the caller. It's another example of the power of Avaya's innovation.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In response to climate change, Avaya committed in March 2022 to setting near-term company-wide emissions reduction targets in line with climate science with the Science Based Targets initiative (SBTi). Going forward, we plan to purchase renewable energy and work with our supply chain to further reduce emissions. Below are specific examples of Avaya's green initiatives: Climate Change Initiatives: Avaya's greenhouse gas (GHG) emissions are a byproduct of everyday business operations such as heating, cooling, and powering our facilities, fleet operations, business travel, employee commuting, and transportation and distribution of our products. As a commitment

to transparency and authentication, Avaya reports our carbon footprint annually to CDP.

Remaining steadfast in our commitment to combat climate change, Avaya exceeded its 2020 emissions reduction target by reducing Scope 1 and Scope 2 emissions by 65% and Scope 3 emissions from business travel by 49% from 2014 levels.

From FY2020 to FY2021, we reduced our total emissions by 1.2%. We continue to identify opportunities to use energy more efficiently, and going forward, we plan to purchase renewable energy and work with our supply chain to lower emissions further.

Energy Efficiency:
In FY2019, we launched a bulb replacement project, replacing fluorescent bulbs with LED (light emitting diode) bulbs at our five facilities in India. Compared to fluorescent bulbs, LEDs last three times longer, use 30% less electricity, and don't contain mercury or other toxic chemicals. We replaced 4,908 fluorescent bulbs with LEDs and saved 1,609,118 kWh over 33 months.

In FY2021, we replaced fluorescent bulbs with LEDs at six locations:

▪ At our Galway facility in Ireland, we replaced 1,435 lamps, resulting in a savings of 177,763 kWh per year
▪ Across five China and Taiwan locations, we replaced 1,050 lamps, resulting in a total energy savings of 46,716 kWh

We plan to install LEDs in additional Avaya facilities worldwide to maximize energy efficiency and further reduce our carbon footprint.

Responsible Product Design:
Avaya monitors environmental regulations and standards to ensure compliance throughout our product life cycle. We design our products with materials that comply with the European Union's Restriction of Hazardous Substances (RoHS) and Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH) Directives, as well as China, Taiwan, Eurasian Economic Union, and United Arab Emirates RoHS regulations. We are actively populating the European Union's database for substances of concern (SCIP), established under the Waste Framework Directive. *

We are reducing the energy consumption of our VoIP phones, making them more energy efficient for our customers, thereby helping them achieve their energy reduction goals. Conventional VoIP phones can use a significant amount of energy. Older VoIP phones can use up to 10 watts of power a day, which is equivalent to the amount of energy used by a desktop computer.

Water Use Reduction:
Avaya uses freshwater in our data centers and office buildings for sanitation, heating, and cooling. We measure and monitor water withdrawals across our major locations (sites greater than 400 square feet), which account for 99% of our total square footage.

We use actual data for those sites where it is available. Estimates for the remaining sites are based on industry intensity factors (average gallons/square foot) derived from U.S. Energy Information Administration (EIA) and U.S. Environmental Protection Agency (EPA) sources.

Our total withdrawals in FY2021 were 63.1 megaliters, a 55% decrease from FY2020. Reductions in water use were a result of real estate closures and consolidations. Building occupancy was reduced significantly in FY2021 and much of FY2020. We anticipate that our water withdrawals will decrease slightly over the next five years.

Avaya uses the World Resources Institute Aqueduct Water Risk Atlas to determine which facilities are in water-stressed areas. The Water Risk Atlas evaluates water risk against 13 indicators, such as water scarcity, groundwater decline, flood risk, drought risk, and availability of clean drinking water. Avaya considers a site to be in a water-stressed area if the overall risk is "high" or "extremely high." In FY2021, 18 megaliters of water were withdrawn from water stressed areas. All of these sites are office locations and account for 29.5% of our total withdrawals.

Partnership with Green Standards:
In early 2022, Avaya closed our office space in Santa Clara, California. To keep materials from ending up in a landfill and lower the carbon footprint of the process, we partnered with Green Standards, a company that manages the removal and redistribution of workplace assets like furniture and equipment through charitable donation, resale, and recycling. We diverted nearly 13 metric tons of office furniture from landfill and donated $3,045 worth of workplace assets to three community organizations: Open Mind School, Walter L. Bachrodt Elementary School, and the San Jose Museum of Art.

We will continue to identify opportunities to partner with Green Standards during office downsizing and renovation projects.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Avaya's ISO 14001-certified Design for Environment ("DfE") program focuses on opportunities to reduce the environmental impact of our solutions and services. We express our commitment to responsible product design in our R&D Environmental Policy. Current initiatives include improving the energy efficiency of our products and reducing single-use plastic packaging. Avaya has implemented Energy Efficient Ethernet (EEE) to our new J Series and K Series IP phone products to reduce standby power consumption. We will continue our efforts to ensure that EEE is openly available and easy to use. EEE is a technology that allows applicable Avaya products to reduce IP traffic to zero traffic thus reducing power consumption by the ethernet module. When needed, a "normal IDLE" signal is sent which reduces the ethernet module (PHY) back to its normal mode. Over the past several years, we have made significant advances by listing our new J series phones–initially including the J129, J139, J169, and J179 phones – with the Energy Star Program for IP Phones. In FY2020, the Avaya J159 and J189 phones were ENERGY STAR certified, adding to our suite of J series phones included in the Energy Star Program. In addition, we implemented Energy Efficient Ethernet (EEE) in our new IP phone products to reduce standby power consumption. We will continue to ensure that EEE is openly available and easy to use. Finally, all of Avaya's accessory power supplies comply with in-country requirements for Canada, USA, EU and AU / NZ regarding Power Efficiency levels (Leve VI). Avaya is actively moving ahead with reducing the number of supported accessory power supply units (PSUs) used with our products. We aim to consolidate our product portfolios into two or three USB-C power supply models, which would support the broad range of power requirements (low, medium, and high). This will simplify logistics within Avaya, allow customers to use USB-C power over all their devices, and reduce the amount of PSU waste generated each year when new Smart Phone models arrive.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Avaya's Supplier Diversity Program is designed to achieve our objective of increasing diverse strategic supplier alliances that reflect the diversity of our associates and our customers. The program demonstrates our commitment to incorporating the products and services of qualified vendors, including small, minority, women, and service-disabled veteran business enterprises (MWDVBE), into delivering goods and services to our customers, as well as for Avaya's internal consumption. Supplier Diversity is an essential element of our strategic sourcing process. As such, Avaya strives to grow and expand its relationships with MWDBVEs by incorporating supplier diversity requirements in all our contracting and procurement initiatives. We do this by measuring and publishing internal diversity spend goals for the organization, reporting diverse sourcing achievements to customers, and continuously looking to improve Avaya's performance and exceed these goals. In the coming year, our organization will continue to grow our Supplier Diversity initiatives, procurement processes, and how we foster engagement with MWDVBE suppliers to increase participation of this critical population of providers. For Avaya to achieve its goal in providing solutions that enable customers to excel and take advantage of new business opportunities, it is critical to have diverse strategic supplier alliances. It is to our advantage to have a network of suppliers who can facilitate and provide our business and our customers with exceptional products and services. Creating diverse strategic supplier alliances ensures that the suppliers of Avaya products and services reflect the diversity of our associates and our customers. To qualify as a diverse supplier, the business must be at least 51% beneficially owned, controlled, operated, and managed by members of a minority group or non-minority women-owned businesses, or service-disabled veterans. Minority groups include: African Americans Hispanic Americans Native Americans Asian Indian Americans Asian-Pacific Americans Additionally, Avaya supports small businesses as part of its Supplier Diversity Program. Avaya accepts certification from these third-party certifying agencies: U.S. Small Business Administration (SBA) National Minority Supplier Development Council (NMSDC) Women's Business Enterprise National Council (WBENC) Association for Service-Disabled Veterans (ASDV) All federal and state certifying agencies To protect the integrity of our program, we do not accept self-certification since it cannot be verified. Avaya continues to drive our Diverse spend program in all areas and based on these efforts we continue to meet our overall small business goals. We continue to monitor and track our diversity spend to assist in meeting the overall goals. This includes, but not limited to: • Perform quarterly reviews on progress, short falls, and actions plans with the executive team • Conduct monthly meetings with the commodity managers to provide direct for specific potential new supplier relationships with partners that are Small Disadvantage Business, Veteran and Service-Disabled Veteran Owned Small Business. • Monitor the progress monthly and develop action plans if the goals are not being achieved • Reach out to current providers to identify supplies in the appropriate Diversity category Lastly, Avaya's partners include both large business and small business organizations. Many of our partners are MBE, WBE, WOSB, VBE, SDB, SDVOSB, HUBZone, and/or SB certified.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Throughout this proposal, Avaya is providing details on our strength of products, services, and performance. Some of our key attributes are as follows: Experience Avaya is an established software and hardware Original Equipment Manufacturer (OEM) serving over 90% of the Fortune 100 companies, and has a significant presence in the education, healthcare, federal, state, and local markets. Our product offerings scale from small to large enterprise environments making Avaya a very flexible solution for customers of any size. Presence • #1 in Global Contact Center prem and cloud (based on subscribers and seats (Source Synergy Research CY2021) • #1 in Global Premise Contact Center (based on shipments Source MZA CY2020) • #2 in Unified Communications Globally (OMDIA Research - 2021) • 3 R&D Labs • 4 Experience Centers (Customer Briefing Centers) Flexibility Our multiple cloud platforms and on-premise solutions can address the needs of customers based on their specific technical and security requirements. Avaya is the only vendor that offers a true hybrid solution. The hybrid methodology is about looking at a combination of offerings between SaaS, a service run in the public cloud, a private cloud, and on-premise. Combinations of these, particularly for telephony and meetings, often make sense due to security and compliance needs. In some cases, advanced telephony and data governance are only possible with a private cloud instance. API-first approach brings with it many positive benefits such as: o Ability for development teams to work in parallel using defined ahead contracts and behavior o Ability for reuse, enabling services to be reused in other applications o Increase speed to market with easier consumption and crowd-sourced consumption of API and definitions Alliances No single technology provider offers all the applications an organization needs to deliver solutions across its business. Partnerships are essential. Through direct R&D engagement, deep product integration, and strong services and support relationships, our alliances deliver seamless capabilities through comprehensive, innovative, and successful solutions. • Afiniti • Google Cloud • Microsoft • Nuance • RingCentral • Salesforce • Verint	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, please see our Avaya Global Warranty Policy and Avaya Global Warranty Policy Clarification in the Documentation Section.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, Avaya does not impose any usage restrictions nor other limitations in our warranties.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Avaya's warranties cover the expense of technician's travel time and mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Avaya can provide certified technicians to perform warranty repairs in any geographic region of the United States or Canada.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Avaya provides Third-Party Products and Third-Party Services on an "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. However, such Third-Party Products or Third-Party Services may carry warranties from their manufacturers or providers, and Avaya will pass through to Customer any such warranties to the extent authorized. Exercise of such warranties will be directly between Customer and the relevant Third Party.	*
51	What are your proposed exchange and return programs and policies?	Avaya does have a return goods policy. A complete copy of the policy - Avaya Global Returns Policies and Procedures is provided in the Documentation Section.	*
52	Describe any service contract options for the items included in your proposal.	Avaya Cloud solutions are managed services and include end-to-end services, including installation, training, maintenance, upgrades, patching, repairs, support, and 24X7X365 monitoring. Generally, service contracts are not required for Avaya's cloud solutions as the monthly service charge includes the required elements. Avaya Software Licensing and Services Agreement includes service coverage for our solutions and services. For on-premise solutions, customers have the option to purchase service contracts such as Avaya Support Advantage Essential, Upgrade Advantage, Advance part replacement, and On-site Support as described in Question 28. Services contracts, if required, will be outlined in the statement of work.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment is due within 30 days from the date of Avaya's invoice other than those portions that are disputed by the Customer. Customer must provide notice of dispute to Avaya within 15 days from the date of Avaya's invoice. Avaya accepts payment in the form of ACH, Credit Card (P-Card), or check.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	For customer projects that require leasing or financing alternatives, Avaya can coordinate third-party leasing transactions with the Sourcewell contract office and one of Avaya's leasing partners. Typical transactions involve a three-way agreement that allows the leasing company to invoice the customer for monthly payments over a specified term. Avaya provides a sample of the Third-Party Leasing Agreement in the Documentation Section.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Avaya's State & Local Government/Public Software License and Services Agreement (SLSA) and Avaya's Software License & Services Agreement-Canadian customers are included in the Documentation Section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Avaya can accept credit card payments (P-card) both in U.S. and Canada. There are no additional costs for using this service.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Avaya is pleased to offer Sourcewell and its members the entire Avaya Price Catalog, to support all of Avaya's products, solutions, and services, which includes the following: • Cloud UCaaS/CCaaS offerings and related services • On-premise UCaaS/CCaaS offerings and related services • Hardware, including phone sets, gateways, servers, and related equipment to support UCaaS/CCaaS offerings • Avaya Professional Services (UCaaS/CCaaS-related labor) • Maintenance and Support Services Each line item in the catalog includes the following details: • Material Price Group (Product categories) • A unique Order Code (this represents a SKU) • Description • Unit of Measure • List Price (Avaya Price List) • Sourcewell Discount • Sourcewell Net Price Each of the Material Price Groups (MPG) contains a specific discount that flows through to the line-item detail of the catalog (See "Avaya Price Catalog" Tab). MPG discounts can be found on the "Avaya MPG Discount Summary" Tab. The MPG discounts apply to both the US and Canada. Note: Items labeled "Custom Price" require customer-specific design, configuration, specifications, etc., to develop a price.	*

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Avaya's price represents a discount off Avaya's U.S. Catalog List Price. Canadian pricing is based on the U.S. Price Catalog and will use the prevailing Foreign Exchange rate at the time of the order. Actual pricing may change pending Foreign Exchange fluctuations over the term of the contract. Avaya provides complete solutions to our customers based on components from our catalog. Below is the list of Material Price Groups (MPG) codes, followed by the description of the product or service and the discount level. The discount levels are for both U.S. and Canada Sourcewell members. This table is also provided in the Pricing Catalog in the Sourcewell Portal's Pricing Documents section. 1P: Hardware – Heritage Avaya, Product: 35.50% 2P: Software UC – Heritage Avaya, Product: 39.50% 2R: Avaya Alliances, Product: 0.00% 3P: Peripheral Equipment, Product: 39.50% 4P: Hardware 2 (HW2) – Heritage Nortel, Product: 27.50% 5P: Software CC – Heritage Nortel, Product: 27.50% 7P: OEM, Product: 19.50% 8P: Video, Product: 39.50% 9P: Small, Medium, Enterprise Customers (SMEC), Product: 27.50% 1C: Support Services, Services: 0.50% 1N: Support Services, Services: 0.50% 1S: Maintenance Services, Services: 0.50% 2S: Professional Services, Services: 0.50% 3S: Avaya Private Cloud Services (APCS), Services: 0.50% 5S: Support Services, Services: 0.50% 6S: Maintenance Services, Services: 0.50% 7S: Maintenance Services, Services: 0.50% 1T: Cloud Offers, Subscription: 0.50% 8S: CC Subscription Services Subscription: 0.50% 9S: UC Subscription Services Subscription: 0.50% 1Z: Non-Discountable, NA: 0.00% Greater discounts may be considered at the individual opportunity level based on the merit and unique requirements such as size, value, customer commitment, etc.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	The Avaya discounts and associated pricing result in a "Not to Exceed" (NTE) price for Sourcewell and its members. This means that this is the highest Sourcewell members may pay. Greater discounts may be considered at the individual opportunity level based on the merit and unique requirements such as size, value, customer commitment, etc. Several of Avaya's cloud offerings include quantity discounts resulting from increased users (user bands). For example, Avaya's list rate for Enterprise Cloud UCaaS decreases as user quantity increases as illustrated below: User Band List Price (Basic License / 3 year term) 1-999 $16.00 1000-1999 $14.75 2000-3999 $12.50 4000-7999 $11.50 8000-14999 $10.25 Avaya's pricing does not include any rebate program. From time to time, Avaya may offer promotions and campaigns that provide Sourcewell members with buying incentives.	*

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Avaya leverages the vast capabilities of our partners to ensure a complete solution is provided to the customer. By providing equipment and services that Avaya does not offer, ensures the customer has a complete working solution. Items such as virtual server environments, data networking, and video conferencing equipment are a few examples of the additional equipment and services our partners provide. Avaya provides complete solutions and will include all components required in the final statement of work and quote.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Avaya’s pricing excludes taxes and tax-related fees & surcharges. With Avaya’s solution approach to our customer’s needs, we often identify items that may require additional inspection, or modification, and, therefore, additional costs. All these items will be detailed in a statement of work. The accompanying quote will detail any custom charge, if any, such as professional service, customer-specific non-standard installation, integration, and training. Many of these additional costs can be priced by Avaya or may be offered through our partners.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and standard non-expedited shipping in the continental U.S. are included in the pricing. Expedited and overnight shipping is at an additional cost.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight and shipping for Canada, Alaska, Hawaii, and offshore delivery are not included. The actual cost will be added to the customer’s invoice.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Avaya’s regionally placed distribution centers facilitate the delivery of products and services using standard non-expedited shipping in the continental U.S. Expedited and overnight shipping is at an additional cost. Avaya’s distributors have geographically diverse centers to reduce the transit time of shipments to customers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Greater discounts may be considered at the individual opportunity level based on the merit and unique requirements such as size, value, customer commitment, etc.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Avaya's Strategic Contracts Program manages a portfolio of State and nationwide consortium contracts, and compliance is a major component of the program. The Program team is diligent in making sure that our consortium contracts receive on-time, accurate administrative fee payments. The audit/compliance activities include the following: • Quarterly price list updates, or more often, as required to deliver a solution to a customer • Quarterly reporting to Sourcewell for all contract sales, including partner sales. To ensure accuracy, we request sales information from the account teams and the partners, and we verify against the systematic ordering and billing data. • On-time administrative fee payment per contract requirements (NLT 45 days after the end of each calendar quarter) • Avaya pays all admin fees to Sourcewell and collects separately from the partners. Avaya does not rely upon partners/resellers to pay Sourcewell. Prompt correction and remediation of reporting and admin fee payment upon discovery of any discrepancy.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Avaya's Strategic Contracts Program measures and manages contract success using multiple metrics, including: • New customers per contract • Revenue growth and trending • Revenue by partner/reseller and sales region • Products and Services sold by a partner and by sales region These metrics and others can help to inform business decisions and identify successes to replicate and/or opportunities for improved engagement.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Avaya proposes a 2% administrative fee to Sourcewell. The 2% administrative fee will be calculated on vendor sales sold from the Sourcewell contract. The administrative fee will not be listed as a separate line item on the Sourcewell customer's invoice.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Avaya offers a range of software licensing models that can be deployed on-premise or via a public, private, or hybrid. With our open, extensible development platform, customers and third parties can easily create custom applications and automated workflows for their unique needs and integrate Avaya's capabilities into their existing infrastructure and business applications. Our solutions enable a seamless communications experience that adapts to how employees work, and customers want to engage. Avaya is pleased to provide detailed description of the following products and services: • Avaya Experience Platform (CCaaS Public) • Avaya Enterprise Cloud (UCaaS and CCaaS Private) • Avaya Government Cloud (UCaaS and CCaaS FedRAMP) • Subscription Licenses (On-Premise/Customer hosted) • Professional Services • Avaya Spaces – (Audio/video collaboration) • Avaya SENTRY NG911 In addition to the response below, Avaya is submitting an accompanying document, Table 14A Supplement, in the Additional Documents Section. This supplementary document provides capabilities/features tables for service bundles as well as feature descriptions.	

Avaya Experience Platform
Avaya Experience Platform (AEP) is the CCaaS Public (CCaaS) born-in-the-cloud contact center solution that offers total experience capabilities, is natively multi-tenant, and is designed to be scalable to exceed enterprise requirements around scalability, performance, and resiliency while being nimble enough to scale down for smaller call center needs. Avaya AEP CCaaS provides a suite of capabilities to orchestrate, track, interact and report across voice and digital (email, messaging, and chat) channels and other integrated media channels. An open, API-first architecture, leveraging REST-based APIs for all capabilities that exist to enable easy customization and integration into a customer's back/front office ecosystems and other 3rd party systems spanning integrations such as CRMs.

The solution also provides tools for both agents and supervisors. Agent tools consist of a browser-based WebRTC-enabled unified client application for voice and digital channels. Supervisor tools include a reporting dashboard and historical and real-time reports. Additional supervisor tools, such as live monitoring and quality management are also included as part of Avaya AEP CCaaS. All call interactions can be recorded and stored for compliance and quality control purposes.

Avaya Experience Platform Bundles:
The Avaya Experience Platform provides customers with three bundles to choose from – Digital Only, Voice Only, and All Media bundles. For specific features by bundle, see Table 14A (Section 1.1) Supplement in the Additional Documentation Section.

Historical and Realtime Reporting:
Avaya separates reporting capabilities into historical reporting capabilities and real-time reporting capabilities. See Table 14A Supplement (Section 1.2.1) in the Additional Documentation Section for detailed reporting capabilities.

The following features are explained in Table 14A Supplement in the Additional Documentation Section.
- Call Recording (Table 14A, Section 1.2.2)
- Quality Management (Table 14A, Section 1.2.3)
- Screen Recording (Table 14A, Section 1.2.4)
- Scheduling/Queue Functionality (Table 14A, Section 1.2.5)
- Skill-Based Routing (Table 14A, Section 1.2.6)
- Agent Routing/Orchestration (Table 14A, Section 1.2.7)
- Omni-Channel (Table 14A, Section 1.2.8)
- Knowledge Base or Agent Assist (Table 14A, Section 1.2.9)

Supervisor Functions
Avaya's CCaaS provides supervisors with the tools to manage agent state, provide live statistics of queues as well as provide silent monitoring capabilities. The Avaya solution goes beyond just the above-mentioned functionality. The solution also provides tools for both agents and supervisors. Agent tools consist of a browser-based WebRTC-enabled unified client application for voice and digital channels. Supervisor tools include a reporting dashboard and historical and real-time reports. Additional supervisor tools such as live monitoring and quality management licenses (All Media bundle) are also included as part of Avaya AEP CCaaS.

Avaya AEP CCaaS Unified Desktop is an intuitive HTML5-based multi-experienced desktop that delivers a single pane of glass to empower users with context across channels. With this desktop, users can engage customers regardless of channel type. Avaya AEP CCaaS Unified Desktop is comprised of many widgets and interaction cards that are designed to enable agents to perform specific tasks on any interaction type while bringing key customer data from multiple sources into one area for agents and supervisors.

Avaya AEP CCaaS Unified Desktop provides the following features:
- Unified Agent and Supervisor Sign in
- Omnichannel Support for Email, Messaging, Chat, and Voice
- Welcome Page URL Customization
- Team Widget (customization needed)
- Multiplicity – allows an agent to handle multiple interaction cards simultaneously
- Interaction Cards
- Email Widget
- Messaging Widget (customization needed)
- Chat Widget (customization needed)
- Ad hoc Email
- Digital Library Widget

o Email Templates
o Quick Text
o Files
o URLs
o Suggested Responses by Queue

- Customer Journey Widget
- Agents and Supervisors Widget Layouts
- Change Agent State (Ready/Not Ready)
- Disposition/Reason Codes
- Blind Transfer to Queue
- Blind Transfer to User
- Blind Transfer to External Number
- Supervisor Real-Time Agent Analytics Widgets
- Screen-pop Widget

Avaya AEP CCaaS Unified Desktop offers the following benefits for agents and supervisors:

- Agents:

o Support customer voice, email, messaging, and chat interactions
o Efficiently handle multiple interactions at same time
o Access to the customer's journey to view history of interactions
o Easy access to a library of templates to speed response time
o Feature rich email editor that allows for high personalization of the agent's email response to their customer
o Rich media support through messaging

- Supervisors:

o Monitor omnichannel agents from a single pane of glass
o Service Observe (monitoring, coaching, barging-in) Chat/Messaging
o Service Observe (monitoring, coaching, barging-in) Voice
o Access to Real-Time Dashboards
o Access to Historical Reports

Integration
With an API-first approach, Avaya AEP CCaaS can integrate with many areas of the customer's business without the need to purchase additional development from Avaya or wait on additional features to be released.

API-first approach brings with it many positive benefits to Sourcewell members such as:

- Ability for development teams to work in parallel using defined ahead contracts and behavior
- Ability for reuse, enabling services to be reused in other applications
- Increase speed to market with easier consumption and crowd-sourced consumption of API and definitions

Avaya AEP CCaaS APIs are being made ready for public consumption:

- Customer Journey APIs
- Digital APIs
- Queue Metrics APIs

Avaya Enterprise Cloud
Avaya Enterprise Cloud delivers turnkey SaaS solutions designed to help customers create a business advantage. Our solutions unify enterprise communications, including call handling, messaging, conferencing, presence, instant messaging, contact center, immersive collaboration, emergency services, and much more. The solution will connect end-users more efficiently and effectively with their customers by matching them to the right resource for their needs through the Customer´s preferred contact channel. The AEC services provided by Avaya include:

- Dedicated software image per Customer.
- Data Center hosting in Avaya provided dual data centers.
- Shared cloud platform hardware (shared compute, storage, and network)
- Management and maintenance of the Avaya cloud service, including updates & upgrades.
- Structured cloud support using an ITIL® framework.
- Service Desk to designated customer IT users.
- 24x7x365 Service management.
- CC voice and digital bundles for simple consumption,
- An allotment of MACD hours.
- HIPAA & PCI Compliance
- Access to the Avaya Managed Services Platform (AMSP)
- Standard e.164 dial plan.
- Access to UC Self-Service functionality via the Cloud Admin Portal.

UCaaS Communications Applications
UCaaS services and features are available via three (3) service 'bundles': Basic, Core, and Power, with each subsequent user type building on top of previous user types adding in additional UC capabilities. For specific features by bundle, see Table 14A Supplement (Section 2.1) in the Additional Documentation Section. For services rendered in the US, 911 Location Identification and Notification (aka NG911 Sentry™) must be quoted separately.

CCaaS Communications Applications
There are two CCaaS service bundles – Voice and Digital. For specific features by bundle, see Table 14A Supplement (Section 2.2) in the Additional Documentation Section.
Reporting Dashboards: Using Digital Analytics and Digital Administration web pages, a rich supply of dashboard reports is available to the CC Supervisor, and a broad range of self-administration access is provided.
Digital Channel Reporting includes Chat Performance dashboard – analyze proactive and reactive chat volume and customer experience metrics including wait time, handle time, and transfer trends over the last 3 months. Reports in the Chat Performance dashboard are based on Chat Activity and Activity Routing report models;
• Email Performance dashboard – provides an overview of email volume and customer experience metrics including First Manual Response (FMR) SLA, handle time and transfer trends over the last 3 months; and
• Social Media Performance dashboard – provides a view per social media action the quantity of new vs continued conversations as well as publish history / capacity.

Administration: Digital Channel administration capabilities include:
• Blocked file extensions / Attachment size limit
• Templates - Auto-Acknowledge, Auto-reply, Signature/Greeting
• Classification / Disposition / Transfer codes
• Dictionaries
• SLA Targets (including Calendar for SLA calculation)
• Partition / Department level attributes
• Channel Capacity (a.k.a. Multiplicity) for Agents
• Mail specific parameters like Alias, Delivery Exceptions, Queues, Workflow (Routing logic), Data Masking
• Chat specific parameters like Entry Point, Docked vs Undocked, Queue, Data Masking, Survey
• User Group configuration like assign roles and permissions
• Channel capacity set on the Digital side for User/User Groups.

Avaya Government Cloud
Avaya Government Cloud (AGC) is a FedRAMP-based cloud solution for Unified Communications and Contact Center applications. AGC is geared toward Federal and state customers that require FedRAMP Moderate security compliance. Features and Benefits include:

• Better Customization and Security
o FedRAMP Moderate Authorized
o Dedicated Software Instance, not multi-tenant
o 365x24x7 Managed by US Citizens
• Avaya Industry-Recognized Unified Communications (UC) and Contact Center (CC) Elite Software
• Future Technology Acceleration
• Scalability: Service can expand up from the minimum required number of 1000 users during peak events or seasonal peak changes in the business dynamics.
• Robust Mobility: The feature provides a secure method to bridge calls from the End User's desk phone to any mobile device.
• Moves, Adds, Changes, and Disconnects (MACDs)
• Secure Full-Feature Collaboration: The Service provides for reservation-less "Meet-me" Audio, Video, and Web Collaboration Bridge with Security Code Access and the ability to launch the bridge from any phone anywhere.
• Onboarding to Service: Standard implementation changes are included in the monthly subscription price, with no up-front investment.
• NG911: This feature is available for an additional price that directs traffic to the correct PSAP tied to the originating location of the call.

UCaaS Bundles Details
Unified Communications (UC) features are available via three Service Bundles: Basic, Core, and Power. For specific features by bundle, see Table 14A Supplement (Section 3.1) in the Additional Documentation Section.

Basic UC Bundle
Basic user capabilities support SIP business line features. A typical use case for a Basic User is a common area (e.g., lobby or manufacturing floor). Analog phones, Fax machines, paging systems, etc. will require a Basic User type.

• SIP Business Line Features: The Service supports a set of business telephony features that enable a customer to handle business communications requirements. Below are the supported features. For specific SIP features, see Table 14A (Section 3.2.1) Supplement in the Additional Documentation Section.
• SIP Inward / Outward Dialing: With each UC bundle, the resources and configuration needed to access PSTN Trunking are bundled into each UC user

type. Please note that this capability is not delivering actual PSTN access with local/long-distance minutes. The Sourcewell member must bring their own PSTN (SIP) Trunking access to the Avaya Data Centers supporting the Service.
• Six (6) Party Ad-Hoc Conferencing: The default telephony 6-Party Audio Conference feature enables an ad-hoc conference from the phone for up to 6 parties.
• Other functions included in the service are as follows:
o E.164 Dial Plan
o Device Access – 1 Device/endpoint per subscriber
o FIPS 140-2 validated encryption in transit and at rest
• Voicemail: Basic Voicemail is available in the Basic feature bundle. Voicemail does not include message storage integration to Customer email system(s). Email integration is a Subscriber-based action from the messaging web client. For specific voicemail features, see Table 14A Supplement (Section 3.2.2) in the Additional Documentation Section.

Core UC Bundle
This user type builds on top of Basic Bundle adding in Unified Communication capabilities such as IM / Presence and the User Soft Client. Typically, this user type will address most desktop and mobile users in the Customer's organization.
• SIP Business Line Features: In addition to the features listed in the Basic UC Bundle, the following are added to the Core Bundle:
• Extension to Cellular: (a single number reach feature that doesn't require a smartphone and/or user client.
• Voicemail: Building on the Basic Voicemail features, for the Advanced Voicemail features, see Table 14A Supplement (Section 3.2.2) in the Additional Documentation
• Presence/Multimedia Messaging (Instant Messaging)
• User Client (Soft Client): User Client is the Unified Communications client that can be deployed on desktop or laptop computers running either Microsoft Windows or Apple Mac operating systems and mobile clients running on Android or iOS devices.

Power UC Bundle
This user type builds on top of the Core UC Bundle capabilities adding in the Virtual Meeting Room entitlement. This adds a subscription-based Virtual Meeting Room for Audio/Web/Video collaboration. For specific features, see Table 14A Supplement (Section 3.2.4) in the Additional Documentation Section

Basic Contact Center (CC) Voice Bundle Details
The Avaya AGC Basic CC Bundles available to the Customers for identified groups of Agents. For specific features by bundle, see Table 14A (Section 3.3.1)Supplement in the Additional Documentation Section
AGC Avaya Contact Center Feature Descriptions can be found in Table 14A (Section 3.3.2) Supplement.

Avaya Cloud Subscription
Avaya Cloud Subscription expands the options available to our premise-based customers, improving the customer experience, and providing attractive alternatives to modernize and adopt new applications. The solution will be hosted on the Customer's premise and is intended to be available globally.
In Avaya's new subscription model, the customer purchases the Right to Use (RTU) of the software, access to deploy the latest releases when available, and Avaya's preferred level of support for a contracted period. The subscription is paid for over this fixed-term via ongoing OPEX payments, which may be annual in advance, or monthly in advance. Key highlights of Avaya Subscription:

• Rights to the latest Software Release and access to attractive promotions to get current.
• Access to additional feature content included in attractive UC & CC bundles giving customers access to new applications, and the ability to decrease spending on other vendor solutions.
• Built-in 20% stretch allowance for bursting and growth. (some Application Services exempt)
• Flexibility in adding users, paying for capacity as it is required, and enabling better planning.
• Ease migration to the cloud with aligned rate card structures & simplified true-ups.

Avaya Subscription Licensing Offer
The Avaya Employee Experience and Avaya Customer Experience portfolios have selected specific feature bundles for the Avaya Subscription offer.
For the available features, Avaya Subscription defines a monthly price for a set term and includes the following:
• Software Right to Use
• Upgrade Advantage (UA) so customers always have access to the latest software releases

- Support Advantage (SA) Preferred

Avaya Cloud Subscription Content – Employee Experience Bundles
Every Avaya Cloud Subscription Employee Experience bundle includes entitlement to Avaya Spaces providing expanded video and collaboration solutions from the cloud for all countries where Avaya Spaces is available. Note that the CC Basic Voice Agent Subscription includes the UC Core Subscription entitlements which would also give customer Spaces. For customers with the Avaya Cloud Subscription Power bundle, customers do have the option of Equinox conferencing included.

Avaya Cloud Subscription Content – Customer Experience Bundles
Each CC Voice Agent bundle includes the RTU for the following features or applications, along with Support Advantage Preferred and Upgrade Advantage. Each Basic CC Agent includes Employee Experience Core User which in turn includes Avaya Spaces Business.
The Avaya Cloud Subscription bundle includes Avaya's go-forward agent experience including Workspaces, Customer Journey, and their choice of desktop either one-X Agent, Avaya Agent for Desktop, or Avaya Aura Contact Center Agent Desktop. As applicable, customers may mix and match agent desktops, with one entitled per agent bundle.
The customer has access to up to one Experience portal port for each Agent. If additional ports are required, they can be purchased using the ala carte Experience Portal bundle. Customers deploying Avaya Aura Contact Center have the option of leveraging the integrated Media Server or Avaya Experience portal for their self-service needs.

Support Advantage Preferred
Subscription Software License offer includes Support Advantage (SA) Preferred in the subscription pricing. Avaya Support Advantage Preferred is an award-winning, comprehensive, customizable, globally consistent support services offer that customers can purchase directly from Avaya or through an Avaya authorized partner. Support Advantage Preferred includes the following to protect the Customer technology investment and optimize performance of the Avaya solutions:

- 24x7 remote technical software and hardware support
- Access to the Avaya Support Website for software upgrades, updates, fixes, and security advisories
- Secure Access Link Gateway software to enable Avaya remote support
- Automated alarm monitoring and proactive issue resolution that's five times faster with Avaya EXPERT Systems
- Avaya SLA Mon™ Server, providing unprecedented network visibility to help optimize network performance
- Multi-vendor collaborative support to help speed diagnosis of issues in mixed environments
- Proactive alert of network issues (PSTN and IP)
- Response time service level objectives—15 minutes via the web
- Global license portability for simple and automated movement of licenses
- Avaya Secure Access Link Policy Server for increased security and ease of managing authentication policies
- Design, Implementation and Avaya Professional Services continue to be ordered business as usual (BAU)

Avaya Professional Services
Avaya has a comprehensive professional services offering that includes installation, consulting, migration, and integration services. Below is a brief summary of these services.

- On Premises Solutions:. Our complete portfolio of consulting, security, integration, personalization es available to on-premise clients. From simple license activations to major upgrades and new implementations for all products included under Cloud Subscription.
- Consulting Services: Designed to achieve an optimal roadmap and business case for each client understanding that the destination is about an enhanced and not a replicated solution. Our suite of consulting and workshop offers include cloud assessments and planning, security analysis, business outcome workshops, customer journey mapping, performance analysis, and optimization services providing an agreement on the client's Business Mission, required outcomes, and what the cloud journey for those outcomes looks like.
- Security Services: The Avaya Security Services, starting with a Security Workshop, ensure that the full attack surface is considered and solutioned. We offer a comprehensive suite of security consulting and implementation services, including Vulnerability and Compliance, Toll Fraud, Certificates and Hardening.

- Cloud Adoption & Migration: Consultancy to develop your Cloud migration plan. You can rely on our experts to provide precise answers to enable you to assess,

plan and execute a successful migration, optimization, and transformation.

- Custom Applications: Avaya APIs and SDKs our worldwide network of technical leaders and software architects work collaboratively in the full application lifecycle to assess, architect, develop, test, implement and optimize advanced applications and interfaces that work in on-premise, cloud or hybrid environments and revolutionize customer experience.
- Avaya Managed Services: Avaya offers Avaya Cloud Subscription + Managed as an option for customers who are interested in moving to Avaya Subscription with Avaya managing the customer owned solution. Managed is also still an option for customers on Perpetual Licenses. The customer may host their solution on the customer's premise or in a customer provided data center. Avaya managed services provides:
  - Global delivery scale and resources
  - ITIL service element alignment of people, tools, and processes
  - A superior management platform for the customer to review real-time and monthly performance reports
  - Tracking, trending and resolution of performance and faults
  - Service Level Agreements (SLAs) and Service Credits
  - 9001, 27001 & 20000 ISO certifications; and
  - HIPAA for opportunities that require this compliance.

Avaya Spaces

Avaya Spaces is a Software as a Service (SaaS) immersive meeting and workstream collaboration platform combining HD video meetings, chat, a document repository, and task management. It supports the composable enterprise, providing agility to support changing business needs, models, and ways of working – ideal for the hybrid environment. It seamlessly integrates voice, video, tasks, sharing, and more into one application that can be accessed anywhere. The service provides the user with toll-free and local numbers to call into the meeting. The meeting can only be accessed by providing the PIN and passcode included on the meeting invitation sent to the participants. Avaya spaces can be used on an end-user smartphone, laptop, or tablet and only requires a WebRTC-compatible web browser to take advantage of robust collaboration and meeting features.

Avaya Spaces can support up to 1000 voice and video participants to manage meetings ranging from small to very large. Avaya Spaces also provides advanced meeting capabilities, including screen sharing, meeting recording, file sharing, phone dial-in, and email integration. Avaya Spaces can integrate with many other third-party applications with its use of open APIs.

Security is built into Avaya Spaces, where data is encrypted in transit and rest to ensure privacy when in a meeting or collaborating with others. Authentication can also ensure that users must enter a password to enter a meeting on a browser and when users dial in. Avaya Spaces is HIPAA compliant and can have customized retention policies to allow organizations to preserve data for as long as they see fit.

Innovation with AI

Avaya's AI solution is advanced by virtue of not relying on client-side AI processing it's all server-side, avoiding the need to download any AI-related components and completely removing CPU utilization challenges. AI-powered noise cancellation and virtual background features will allow presenting flawlessly while others would struggle to perform client-side on a mobile device. Any device – WebRTC browsers, Chromebooks, video room systems, low-powered PCs, Macs, and mobile devices – new or old are complemented with Avaya's AI-powered innovation based on this unique design. Avaya's AI noise elimination continually learns to separate speech from noise so all that is heard is voice as others do, but it's provided in a way that supports unique use cases not supported by other solutions. Envision four presenters in different locations, on their mobile phones, in noisy locations, and in environments with disruptive backgrounds. Avaya AI can make all four of these presenters from their mobile phones appear that they are physically in the same location, their videos overlaid on the presentation, and presenting without noise – like a virtual panel discussion simulating reality.

Avaya Spaces Features by License Type

Avaya Spaces offers three license types – Essential, Business and Power. Users can use any video endpoint with all levels of License. For specific features by bundle, see Table 14A (Section 4.1) Supplement in the Additional Documentation Section.

Tools for conference setup and management: Avaya Spaces offers an add-on for Microsoft Outlook to create an event using Outlook and arrange to hold the meeting in Avaya Spaces, providing a location that includes audio, video, and document-sharing capabilities. Avaya Spaces was designed with flexibility in mind for inviting members. Meetings can be started in Avaya Spaces by inviting members or by clicking in the call window.

Supported browsers for the web interface
The web version of Avaya Spaces supports the following web browsers:
Windows
- Chrome 83 and later
- Firefox 77 and later
- Edge 83 and later

Mac OS
- Chrome 83 and later
- Firefox 77 and later

SENTRY Enhanced Next Generation 911 Service
SENTRY™ NG911 is a next-generation 911 solution that can help organizations provide detailed location information to PSAPs in an emergency and ensure full compliance with Kari's Law and Ray Baum's Act. This service is available in the U.S. and for locations using the North American Numbering Plan. This solution can help enterprise, federal, and state customers keep employees safe regardless of where they are geographically located. NG911 is a modular framework designed to provide the functions needed to solve Enterprise NG (Next Generation) 9-1-1 phone tracking, 9-1-1 call routing, and onsite notification issues. NG911 Emergency Location Management application provides the ability to track IP/SIP endpoints' location where required and offers Onsite Notification capability in the event of a 911 emergency call within the location identified in the Locations section.

Types of Local Notifications Supported
NG911 Beacon is the Client Onsite Notification application that provides screen pop alerts and printing of incoming notification events. Beacon will ensure the correct location and the relevant Emergency Locations Identification Numbers (ELIN) or automatic number identification (ANI) information is delivered to the Public Safety Answering Point (PSAP) when 911 is dialed. Additionally, the Emergency Location Management (ELM) can discover and provide IP/SIP clients' locations within an enterprise environment. Reports on those locations can be sent back to the Call Server to enable proper call routing and delivery of ELIN and ANI Information to the PSAP. ELM will also monitor the Onsite Notification (OSN) alerts available from the telephony system. An additional detail to those notifications provides enhanced data to first responders when they arrive at the offices via Beacon.

NG911 Bundles (U.S. Only)

For specific features by bundle, see Table 14A (Section 5.1) Supplement in the Additional Documentation Section.
- NG911 Silver - Adds NG911 Sentry™ to the Service, tracking the location of the Customer's hard and soft client (Gatekeeper) endpoints and providing the customer with onsite notification (email, texts, and screen pops (Beacon)). No onsite filtering of notifications.
- NG911 Gold - Builds on NG911 Silver Bundle adding up to 20 onsite notification filters.
- NG Platinum - Builds on NG911 Silver Bundle adding unlimited onsite notification filtering

Soft Client Users
Soft Client users have an additional software application running on their Windows/macOS device (companion application) that monitors state changes, flagging a potential location change. This application should be loaded on all personal computers that have softphones which can be used on or off the corporate network.

IP Hard Phone Location Tracking
Movement of the Customer's IP hard phones can be tracked via two methodologies:
1. MAC Addresses. This is the most granular tracking method and requires the Customer to provide a MAC-address-to-physical-location-mapping for each individual phone to Avaya for onboarding End Users to NG911.
2. IP Subnet Addresses. This tracking method is recommended if granular tracking is not required by the Customer.

This is dependent on the Customer providing clear, consistent, and accurate details on MAC addresses or IP subnet addresses that support specific buildings, floors, cubicles, etc.

933 Test Calling
NG911 also includes 933 test calling. Rather than having to make a live 911 test call ending at the local PSAP and letting them know it is a test call, the Service can be configured so that dialing 933 routes to a PSAP simulator to test 911 calls. The PSAP Simulator reads back the phone number and address that would have been presented to the PSAP.

On-site Notification
NG911 Sentry provides two methods for on-site notification: 1) Screen Pop alerts on

		Customer provided PCs and 2) Text & Email alerts to a customer-provided distribution list. Screen Pop Alerts NG911 provides on-site notification screen pops on a PC where the On-site Notification software is installed. The On-site Notification Screen Pop Alerts are available on up to 10 devices whenever a user places a 911 call. On-Site Notification Text & Email Message Alerts At the same time any screen pops are triggered, NG911 can also generate 911 alert emails and text messages to be sent with the location of the 911 caller to a distribution list provided by the Customer. Text messages are using email as a vehicle. Onsite Filtering Notification for up to 20 locations or Unlimited Domains On-Site Filtering enables identified Customer End Users to receive only 911 alerts from within specific emergency zones defined by the Customer. Provisioned and Un-Provisioned Calls: Avaya supports 911 call routing for provisioned and un-provisioned calls. • Provisioned calls are calls for which the caller's address has already been provisioned in the Avaya NG911 Service. For calls that have properly loaded and validated addresses, Avaya delivers the call to the VPC (Voice Positioning Center) which routes to the correct PSAP and delivers the address even if the caller cannot relay that information. • Un-provisioned calls are calls for which the caller's address has not been successfully provisioned in the Avaya NG911 Service.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Avaya offers numerous services to complement its UCaaS and CCaaS offerings, including the following: • Avaya Communications APIs (Avaya CPaaS) o SIP Services (Voice connectivity) o Avaya Cloud Notification Services (ACNS) Avaya Contact Tracing • Business Continuity – Local Survivability with Gateways • Device as a Service (DaaS) Avaya Communications APIs Avaya's Communications Platform as a Service (CPaaS) enables our customers and partners to integrate a wide range of features, including SIP Trunking, global DID and 800 services, voice notification messaging, and API workflows into a new cloud or even their current premise-based communications systems. Avaya CPaaS can be used in support of both cloud and premises solutions. SIP Services The Avaya Elastic SIP services offer is typically a lower-cost alternative to traditional digital trunking, such as PRI, T1/E1, FT1/FE1, as well as Analog Trunks. A simpler, more affordable solution does not mean lower service quality or fewer options. Avaya's cloud-based Elastic SIP services no longer require PRI, legacy SIP trunks, etc., and it is now connected via existing customer Internet services. The customer is responsible to provide sufficient internet connectivity to use the Services. Our Elastic SIP services will make Sourcewell's members communications architecture more flexible and resilient. There are multiple components to Avaya's elastic SIP services offer: • Local inbound & outbound voice calling • International Long-Distance calling • Toll-Free Service • Local Number (DID) • Emergency Services (E911) • Number Porting Key Features • Usage Based Rate Card • 6 second increment billing (International long-distance calling billed in 1-minute increments) • No cost on ring time • Emergency Services Support • No SIP trunk channel fees • Encrypted Media & Signaling Support (SRTP) • No Domestic Long-Distance Fees CPaaS solutions are provided by Avaya Cloud Inc. and Avaya Cloud Canada Inc., both are wholly-owned subsidiary of Avaya Inc, and will be separately contracted and invoiced through the appropriate entity. Benefits of Avaya Cloud Elastic SIP • Generally quicker with provisioning and porting phone numbers. Wider reach in

regions including providing in-country local voice services in the U.S., Canada, UK, and Ireland.
- Only charge on usage
- Service provisioning takes minutes
- Scalable On-demand capacity – elasticity allows customers to be covered during peak periods without planning ahead.

Local and Domestic Inbound and Outbound Calling
Two Options are available to the Customers:
Per-Seat
- Each seat can receive inbound calls and place outbound calls and includes one DID.
- Includes an “unlimited” number of Local and Domestic Long Distance Inbound and Outbound minutes, subject to Avaya Cloud Inc.’s Fair Usage Policy of a combined 1000 minutes of calling traffic per month per seat.

A la Carte
- Select for SIP Trunking purely based on minutes and billed at the end of each month for minutes used.

International Long Distance
Avaya supports calling to approximately 200 destinations worldwide. The international long-distance bundle is available to be purchased only with any of the other bundles. It includes 1000 minutes of calling per month to the indicated countries. International long-distance rates for all other countries are charged by the minute specific to the country called. All billing is calculated in 1-minute increments.

Toll-Free Service
Toll-Free/Free-Phone Service allows the customer to receive calls without Long Distance charges incurred by their customers.
Local Number (DID)
Additional DID/DDI numbers may be purchased for those choosing the Per Trunk service

Emergency Services (E911)
Emergency Services are supported subject to certain limitations and require phone and softphone registration. Customers must read and understand their service agreement.

Number Porting
Avaya lets Customers keep their current phone number and incorporate it into the new Avaya elastic SIP service. Transferring an existing number into a new service requires the Customer’s permission and is called porting. Porting times vary and are dependent on the Customer's current provider.

The Customer’s current number will continue to work until the provider processes the request. Since there is no way to predict when that occurs, Avaya will provide the Customer with a temporary number until the porting is completed. This temporary number is automatically attached to the Service and will work with all telephones and softphones connected to the Service. Once the existing number has been successfully ported, it will be added to the Customer’s Service, and the temporary number will be removed.

Avaya Cloud Notification Solution (ACNS)
The Avaya Cloud Notification Solution (ACNS) is a cloud-based notification service that allows administrators to broadcast mass notifications to users across dispersed systems. Whether by Calling, SMS, Email, Push Notification, or Instant Message, ACNS can deliver information to users in a real-time manner. ACNS can not only send notifications but can also receive responses to get feedback from the outbound session. This feature is very valuable in polling, where an administrator of ACNS wants to get responses from individuals who received the notification. ACNS provides an open web service API for integrations with third-party products and solutions, including the Business Process Management systems for improving process efficiencies. It also includes a management web portal interface for creating notifications and checking notification status. The ACNS portal can store user/group profiles and provide intelligent notifications such as message priority, escalation tree, transfer, ad-hoc conference, message retrieval security pin, etc. It can support custom application add-ons to meet additional customer-specific requirements. It can be applied to the emergency broadcast, system alarming, Communication Enabled Business Process (CEBP) types of applications, and many vertical solutions in Public Safety, Private Safety, Healthcare, Hospitality, Financial, etc.

Value Proposition
- Allows customers to securely send notifications over any channel to any device in a matter of seconds.
- Messages tailored to different target audiences, based on their role and

relationship to the enterprise.
• Management focuses on critical decision-making and exception handling instead of message delivery.
• Human error, misinformation, rumors, emotion, and distraction, so often found during a crisis, are better managed and corrected.
• A documented notification event log can provide real-time and post-event analysis and management.

Sample Usage of Service:
Federal Government and Defense
• Security & Intelligence Agencies. Examples: DHS, Coast Guard, FBI, CIA, Secret Service, ATF, Federal Law Enforcement.
• Emergency Response & Monitoring Agencies. Examples: EPA, FEMA.
• Secure Facilities. Examples: DoD, DHS, NASA

Local Government
• Cities & Emergency Response Organizations, notifying the community of threatening and non- threatening incidents and events. Examples: Fires, HazMat, Weather
• Transportation, Utilities, Reverse911
• Inter-agency uses, response to unplanned incident or event. Examples: Pandemic, Transportation shutdown, HazMat

Energy, Utilities & Infrastructure
• Refineries, Power Plants, Airports/Sea Ports, notifying security, technicians, and stakeholders in the event of outage or incident impacting operations. Examples: Equipment failure, Security Threat, Oil Spill

Education
• Schools & Colleges, notifying security, students, faculty, and staff in the event of a threatening or criminal incident (Clery Act). Examples: Campus lockdown, criminal incident.
• Administration, notifying parents and students. Examples: absenteeism, financial aid processing, fund-raising, sports events.

Healthcare
• Hospitals, Physician collaboration (notify to a conference). Example: Test results, physician consultations
• Medical Response Organizations–notifying staff, doctors-related infrastructure. Examples: Pandemics
• Patient and Facilities Management – patient whereabouts

Weather Alerting
• Detailed emergency alerts, geographies, and stop- start times
• Allow residents to manage their subscriptions to alerts
• Specialized call to action alerts to notify response teams, such as emergency managers or business continuity teams, and have them join conference calls to coordinate a response

Live Shooter Alerting
• Leverage the advanced warning capabilities of available premise-based equipment (panic buttons, acoustic gunshot detector, fire alarms) to automatically trigger a warning campaign to affected campuses, buildings, or recipients.
• Safety Status and location sharing enable geofence of at-risk areas.

Avaya Contact Tracing
Quickly Track, Monitor, and Notify Contacts of Potential Exposure to COVID-19
Contact Tracing from Avaya helps organizations alleviate the enormous burden on data collection and monitoring brought on by the COVID-19 crisis. Using automation and multi-channel engagement, Avaya's advanced technologies combine to provide a robust and scalable solution that can be deployed within days – either as an over-the-top application or with the Avaya software the Customer may already have in place. *

Automation has always played a role in increasing satisfaction and now, in contact tracing efficiency. Of vital importance is that automation can be accomplished while keeping agents accessible for affected individuals when needed. Automation ensures that timely outbound calls are always made, and that calls are always answered, and contacts never need to wait, be placed on hold, or experience a dropped call. Automation helps offload agents of the most routine and repetitive tasks, making them available for calls that require direct contact.

Contact Access, Their Way, From Any Device
Individuals want to use their smartphones or tablet to communicate as their preferred means of interaction. Contact Tracing from Avaya works across various

voice and digital channels, including web chat, email, text messaging, and more.

Maximize Satisfaction and Team Performance
Contact Tracing from Avaya provides advanced productivity tools and proactive AI that help ensure the correct contact-agent pairing. Agent augmentation tools can provide real-time prompts and suggestions during live interactions. Additionally, a set of agent and supervisor browser-based desktop tools puts help at their fingertips when needed and is conveniently out of the way when not needed. Avaya's intuitive, unified experience speeds adoption and lowers training requirements.

AI Virtual Agents Help Contacts and Agents
AI-enabled Virtual Agents can have conversations with individuals using natural language. These automated agents can be used for gathering and conveying critical information. Machine learning capabilities learn customers' business and help improve communications responses over time. Live agents can be reached conveniently when needed; when paired with AI Virtual Agents, live agents are needed less frequently.

Features and Benefits
- Voice and Digital Channels – Enable contacts to interact easily through voice and across multiple digital channels (email, webchat, Short Message Service (SMS), Multimedia Messaging Service (MMS) while empowering your agents to manage interactions through a single desktop.
- Automated Outbound Notifications – Reach affected individuals and traced contacts through automated outbound notifications in the form of voice, bi-directional text messaging, virtual agent interactions, email, or a combination.
- AI Virtual Agents – AI Virtual Agents help ensure all calls are answered quickly, reducing ring time and wait time and aid in offloading live agents from routine inquiries and repetitive tasks.
- Automated Forms – Affected individuals that need to complete forms can do so in several different ways: Voice, SMS/text, or web pages.
- Tracing Details– Tracing contact details can be kept up to date with virtual agent input, live agent input, and the completion of automated forms. Tracing contains critical information about contacts, close contacts, and affected individuals and is used to notify contacts and gather additional information automatically.
- Automated Self Service – Facilitate an effortless experience by enabling contacts to complete all or part of their voice inquiry using natural language or touch tones.
- Mobile Detection – Many people across multiple demographics prefer text messaging on their mobile devices. Mobile detection technology allows customers to detect when the called party is on a mobile device and offer them to switch from a voice conversation to a text interaction.
- Voice-to-Text Transcriptions – Powerful, AI-driven end-to-end voice-to-text-transcriptions can help substantially increase agent performance in real-time by delivering prompts, initiating workflow actions, and enhancing compliance based on words or phrases spoken.
- Call Recording – End-to-end, Advanced Encryption Standard (AES)
- 256-bit encryption and dual-channel recording capture the contact interaction's details in its entirety, including the initial call in/out experience, hold time, and any transfers and conferences. Supervisors can employ an advanced search engine to locate calls using metadata parameters easily. Agents can restrict the capture of sensitive information.
- Screen Recording – Capture desktop screen activity to better understand how agents use web chat, email, and other business applications to help affected contacts.
- Compliance and Security - Enhance Health Insurance Portability and Accountability Act (HIPAA) security and compliance practices with data redaction capabilities.
- Live Monitoring – Supervisors can continually provide agents with feedback and join the agent-contact conversation when necessary.
- Quality Management – Supervisors can review individual interactions and obtain vital information to evaluate agent performance, identifying performance deviations, skill gaps, and deficiencies in processes that can be addressed through coaching and training.
- Coaching – Coaching and eLearning tools provide a framework for supervisors to build personalized training programs and deliver this training content directly to the agent desktop to improve their knowledge, skills, and interactions.
- Scheduling – Optimally plan, forecast, and schedule contact tracing staff to help achieve goals and targets.
- Surveys – Engage contacts immediately following their interactions using surveys to help understand their contact experience and better future interactions.
- Unified Reporting – Historical and real-time reporting provides easy-to-read information across voice and digital interactions
- Browser-based Desktop – Improve agent effectiveness and the contact experience by serving voice and digital interactions on a browser desktop.

Business Continuity – Local Survivability/Redundancy Avaya G450/G430
The Avaya G430 and G450 Gateways with the optional S8300 Server provides a local survivable processor at remote sites that will allow users to still make calls via the PSTN in the event of a WAN outage. Gateways can also interface with legacy endpoints (analog and digital) and digital T1/PRI trunks.

Designed to extend the power of Avaya Aura Communication Manager to all users in the enterprise, Avaya Gateways address the customer's need for converged solutions that support both TDM and IP telephony environments by seamlessly integrating traditional circuit-switched and IP-switched interfaces. This gives the enterprise flexibility to adapt to changing business needs. Avaya Gateways allow a customer's organization to evolve easily from TDM-based telephony to the next generation of IP infrastructures, including those based on the open SIP (Session Initiation Protocol) standard. Avaya Gateways are available in compact standalone, stackable, and chassis-based configurations that support analog, digital, IP PoE, LAN, and WAN interfaces. They are optimized for blended TDM/IP and all IP environments in distributed enterprises, small remote offices, and large campus environments with thousands of users.

Key Features:
- Interoperable with standards-based data networks to provide maximum flexibility and reduce the total cost of ownership.
- Survivability features and options that allow gateways to continue operating even if the primary server fails or in the event a WAN failure affects communications between the gateway and the server.
- Support multi-protocol environments, maximizing investment protection for enterprises that require concurrent support of TDM and IP-based telephony.
- Redundant system and network options that support high-availability configurations for both TDM and IP- based solutions.
- Designed for distributed networked telephony, extending the benefits of Avaya Aura Communication Manager to all enterprise users regardless of location.
- Connectivity across any public or private network using a variety of interface options over TDM, ATM, Ethernet, Frame Relay, or PPP.

Avaya S8300: The Avaya S8300 Communication Manager is a Local Survivable Processor that can be embedded in the G430/G450 Gateways. The Avaya S8300 provides a reliable foundation for voice capabilities in the event of a WAN/Network outage and delivers a robust and extensive set of communication capabilities on a highly reliable and highly scalable architecture. Communication Manager's multi-protocol support enables it to provide flexible use for analog, digital, H.323, and SIP endpoints. If a branch or the main location loses connectivity to the Wide Area Network, a gateway with an S8300 can provide reliable connectivity to the PSTN without loss of service to end-users.

Avaya's on-site gateways provide local analog and digital telephones with cloud connectivity. Additionally, the local survivable processor allows all telephones to remain fully functional in the event of a network disruption between the member's network and the Avaya Cloud data centers.

Currently, when in local survivable mode, T1s/PRIs and analog trunks are supported. In the future (1Q23), Avaya will support the edge-friendly gateway which can incorporate SIP Trunking while in local survivable mode.

Device as a Service (DaaS)
Sourcewell members will have two options for the acquisition of telephone sets. Either can purchase, provision, and install all required phones (excluding soft clients that are included as part of the UCaaS Bundles) or select the Avaya Device as a Service (DaaS) option for Avaya J100 series IP Phones and Vantage K155 / K175 phones, as a managed service option for a low monthly/annual billing cycle.
Key Capabilities:
- Subscription flexibility
- Cancellation options
- Upgrade as needed
- Modernize your communications
- Stay current
- Easy Installation
- Simplified Administration

Avaya J100 IP Phones Series
The Avaya J100 IP Phones Series provide a state-of-the-art user experience. These desktop devices are modern, connected, and personalized. Avaya's Essential Experience Portfolio will enable transforming the professional desktop experience by enabling customers to modernize their desktops and add new capabilities such as Bluetooth and Wi-Fi connectivity. Sourcewell members can procure these Avaya-

		certified devices and not have the burden of paying large capital expense payments upfront. It doesn't matter if the member has an on-premise, cloud, or hybrid architecture because the Sourcewell members can take advantage of this Avaya Device as a Service (DaaS) to pay as an operational expense model. The Avaya IP phones provide customers with a SIP/H.323 endpoint to handle calls and collaborate with others. The Avaya IP phone portfolio can range from lobby phones to high-end contact center devices. These endpoints can be Bluetooth and Wi-Fi enabled to work with any customer environment. Avaya Vantage Devices: K155 and K175: The illustrations on the right show the Avaya Vantage K155 and K175 Devices. Avaya conferencing phones allow customers to have great Omni-Sound audio quality during audio conferences to provide great collaboration between individuals regardless of the size in a room and number of participants. Avaya provides conference phones ranging from SIP, H.323, Analog and can support small or large conference rooms. Avaya Vantage is our next- generation multi-media endpoint device that allows customers to take advantage of Google's Android-based Operating System. Users can use Avaya Vantage for many use cases and download third- party apps for better productivity. Users can still handle calls and join video conferences using this device with its built-in webcam and ability to join multiple conference bridges. These devices are Wi-Fi and Bluetooth capable with the ability to fit into any environment.	

Table 14B: Unified Communication Solutions

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	VOIP technology;	(•) Yes ( ) No	Please see response to questions 69 and 70.	*
72	Video or audio collaboration and conferencing;	(•) Yes ( ) No	Please see response to question 69 - Avaya Spaces.	*
73	Mobility options;	(•) Yes ( ) No	Please see response to questions 69 and 70.	*
74	Mass notification;	(•) Yes ( ) No	Please see response to question 70.	*
75	Enhanced messaging	(•) Yes ( ) No	Please see response to questions 69 and 70.	*

Table 14C: Contact Center Solutions

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
76	Automatic call or contact distribution and routing;	(•) Yes ( ) No	Please see response to question 69 – Avaya Experience Platform, Avaya Enterprise Cloud and Avaya Government Cloud.	*
77	Omnichannel capability;	(•) Yes ( ) No	Please see response to question 69 – Avaya Experience Platform, Avaya Enterprise Cloud and Avaya Government Cloud.	*
78	Interactive voice response;	(•) Yes ( ) No	Please see response to question 69 – Avaya Experience Platform, Avaya Enterprise Cloud and Avaya Government Cloud.	*
79	Real time status;	(•) Yes ( ) No	Please see response to question 69 – Avaya Experience Platform, Avaya Enterprise Cloud and Avaya Government Cloud.	*
80	Reporting	(•) Yes ( ) No	Please see response to question 69 – Avaya Experience Platform, Avaya Enterprise Cloud and Avaya Government Cloud.	*
81	Products and services applicable to the solutions described in Lines 71-80 above, such as: architecture, implementation, and on-going support for premises-based, cloud-based and hybrid options, hardware, software, technology or social media integration, reporting, and related applications	(•) Yes ( ) No	Please see responses to questions 69 and 70.	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the

zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - RFP 120122_AVAYA INC_Avaya Price Catalog.xlsx - Wednesday November 30, 2022 14:40:49
- Financial Strength and Stability - RFP 120122_AVAYA INC_Avaya 2021 Annual Report_Question 12.pdf - Wednesday November 30, 2022 14:41:26
- Marketing Plan/Samples - RFP 120122_AVAYA INC_Avaya Sourcewell Marketing Flyer_Sample_Question 11_31_32.pdf - Wednesday November 30, 2022 14:41:52
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - RFP 120122_AVAYA INC_AvayaEndUserWarrantyPolicy_Question 46.zip - Wednesday November 30, 2022 14:42:56
- Standard Transaction Document Samples - RFP 120122_AVAYA INC_SLSA General Terms US and Canada_Question 55.zip - Wednesday November 30, 2022 14:43:27
- Upload Additional Document - RFP 120122_AVAY INC_Additional Documents_Question 51_54_69.zip - Thursday December 01, 2022 10:34:01

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jenifer Bond, Vice President, State/Local/Education Markets, Avaya Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_13_Unified_Communication_RFP_120122 Wed November 23 2022 08:24 AM	☑	2
Addendum_12_Unified_Communication_RFP_120122 Mon November 21 2022 10:19 AM	☑	1
Addendum_11_Unified_Communication_RFP_120122 Thu November 17 2022 01:25 PM	☑	1
Addendum_10_Unified_Communication_RFP_120122 Wed November 16 2022 02:53 PM	☑	1
Addendum_9_Unified_Communication_RFP_120122 Thu November 10 2022 08:46 AM	☑	1
Addendum_8_Unified_Communication_RFP_120122 Fri November 4 2022 09:05 AM	☑	3
Addendum_7_Unified_Communication_RFP_120122 Mon October 31 2022 01:17 PM	☑	3
Addendum_6_Unified_Communication_RFP_120122 Tue October 25 2022 04:01 PM	☑	2
Addendum_5_Unified_Communication_RFP_120122 Mon October 24 2022 01:53 PM	☑	3
Addendum_4_Unified_Communication_RFP_120122 Fri October 21 2022 02:57 PM	☑	1
Addendum_3_Unified_Communication_RFP_120122 Thu October 20 2022 10:26 AM	☑	1
Addendum_2_Unified_Communication_RFP_120122 Tue October 18 2022 09:01 AM	☑	2
Addendum_1_Unified_Communication_RFP_120122 Tue October 18 2022 07:41 AM	☑	1

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AMENDMENT #1
TO
CONTRACT # 120122-AVY

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Avaya Inc., now known as Avaya, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Unified Communication and Contact Center Solutions to Sourcewell and its Participating Entities, effective March 15, 2023, through March 17, 2027 (Contract).

Effective September 5, 2023, Avaya Inc. changed its name to "Avaya, LLC." As of the date of this Amendment, all references to "Avaya Inc." in Contract # 120122-AVY will be replaced with "Avaya, LLC."

Except as amended, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 12/28/2023 | 1:07 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 12/29/2023 | 7:07 AM CST

Avaya, LLC

DocuSigned by:
By: Jenifer Bond
ACA56E5C26AE443...
Jenifer Bond

Title: VP US SLED

Date: 12/28/2023 | 1:01 PM CST

CITY OF VANCOUVER
Procurement Services
(360) 487-8430
(360) 487-8433 fax
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Contract #:	C-101849
Start Date:	Jan 7, 2025
End Date:	Mar 17, 2027
Total Contract Amount:	$300,000.00

ConvergeOne Inc
10900 Nesbitt Ave South
Bloomington, MN 55437

Submit all invoices and questions to:

Patrick Gilbride / Patrick.Gilbride@cityofvancouver.us

Contract Overview

Final End Term is 3.17.2027

Terms and Conditions

Visit our website at https://www.cityofvancouver.us/business/procurement-services/#terms to access either the general terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which are applicable if there is no written contract.

Authorized Signature

CITY OF VANCOUVER
Procurement Services
(360) 487-8430
procurement.services@cityofvancouver.us
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Purchase Order #:	PO-73123
Revision #:	0
Effective Date:	11/19/25
Contract #:	C-101849

This Purchase Order number must appear on all invoices, packing lists, and correspondence related to this order.

ConvergeOne Inc
10900 Nesbitt Ave South
Bloomington, MN 55437

Submit Invoice To:

City of Vancouver
Janet Schoessler
PO Box 1995
Vancouver, WA 98668
Janet.Schoessler@cityofvancouver.us
accpay@cityofvancouver.us

Ship To:

City of Vancouver
Janet Schoessler
City Hall - 3rd Floor
415 W 6th Street
Vancouver, WA 98660

If you have any questions regarding this order, please contact:

Janet Schoessler / (360) 487-7654 / Janet.Schoessler@cityofvancouver.us

Sample

Line #	Item Description	Qty	UOM	Unit Price	Tax	Amount
1	Solution Summary. 11/25 - XIMA Renewal. XIMA, 11/25/2025 - 11/24/2026. 1 XC-24X7-R [RENEWAL] PREMIUM XIMA CARE SUPPORT CONTRACT. 12 MONTHS.	1	Each	1,774.93	156.19	1,774.93

Subtotal:	$1,774.93
Tax:	$156.19
Total:	$1,931.12

Note to Supplier

The Unified Communications and Contact Center Solutions #120122 Contract and Amendments thereto (“Master Contract”) between the Contractor and Sourcewell adopted and incorporated herein by this reference. The City shall be afforded all rights and privileges as "Sourcewell" under the terms of the master contract.

Authorized Signature

Staff Report: 248-25

To: Mayor and City Council
From: City Manager
Date: December 15, 2025

Subject
Contract Amendment - New Public Works Operations Campus - Skanska General Contractor Construction Manager

Key Points

- Scopes of work included in Amendment #2 are the installation of the geo-exchange boring field and retaining wall #1 sealer and joint sealant. Both of these represent low response bidders as subs to Skanska USA.
- With this amendment, the total committed dollars for the project is $10,970,016: $3,773,788 (Second Amendment) + $7,196,228 (First Amendment, Sept. 2025).
- This amendment includes the low responsive bidder, associated negotiated support services, specified general conditions and GCCM (General Contractor Construction Manager) fee, all of which are fixed, known and/or negotiated fees for executing the work.

Strategic Plan Alignment
Safe and Prepared Community – a safe place to live, work, learn and play

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation
The City Council approved the GCCM Contract Amendment #1 with Skanska USA in September 2025 for some of the early site work packages that have allowed mobilization and work to begin this year, as promised. Amendment #2 to the contract is now before Council for approval in the amount of $3,773,788. This amendment largely includes the subcontract to Skanska USA for the geo-exchange field as part of the early sitework activities, as well as sealer and joint sealants for retaining wall #1. This amendment will bring the total contract commitment to $10,970,016.

Advantage(s)
One of the primary advantages of delivering this project via GCCM, continues to be the ability to design, procure and begin construction on strategic scopes of work ahead of the main construction activities. Getting the geo-exchange contractor under contract well ahead of that scheduled activity gives time to plan and schedule that activity around other early sitework activities to optimize the overall project schedule and keep all scheduled activities in an efficient workflow.

Challenge(s)
None

Budget Impact
These first bid packages, which include fees for negotiated support services, specified general conditions, and contractor's fee percentage, were competitively bid, and are in alignment with expected costs for these services. The 2025-2026 Biennium Budget for this project includes allocations for these costs.

Prior Council Review

- City Council approval of Amendment #1 – September 15, 2025
- Workshop Update to council, July 7, 2025
- GCCM contract execution, June 9, 2025
- City Council project update memorandum, April 28, 2025
- TCF Architecture contract amendment execution, May 5, 2025

Action Requested
On Monday, December 15, 2025, authorize the City Manager, or designee, to authorize the execution of Contract Amendment #2 with Skanska USA Building Inc. of Portland, OR for MACC #2 (Maximum Allowable Construction Cost) in the amount of $3,773,788.

Staff Contact
Jason Olson, Capital Projects Project Manager, Jason.Olson@cityofvancouver.us

Attachments:
1. Amendment 2
2. Skanska - Executed Agreement
3. Amendment 1 - Executed

AIA® Document A133™ – 2019
Exhibit A

Guaranteed Maximum Price Amendment #2

This second Amendment dated the is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 13th day of June in the year 2025 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Vancouver Public Works Operations Campus
8713 NE 94th Avenue
Vancouver, WA 98662

THE OWNER:
(Name, legal status, and address)

City of Vancouver
PO Box 1995
Vancouver WA 98668

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Skanska USA Building Inc
1010 NW Flanders, Ste 500
Portland OR 97209

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (2020107107)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed $10,072,258, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Per Exhibit A

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND FINAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[«X»] The date of execution of this Amendment.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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User Notes: (2020107107)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages shall be assessed as follows:

Construction Manager understands that if it fails to achieve Substantial Completion by the Substantial Completion Date (as specified in the GMP Amendment), Owner will suffer damages that are difficult to determine and accurately specify. Construction Manager agrees that if it fails to achieve Substantial Completion by the Substantial Completion Date, Construction Manager shall pay Owner $0.00 as liquidated damages for each calendar day that Substantial Completion extends beyond the relevant Substantial Completion Date.

Any liquidated damages assessed pursuant to this Contract shall be in lieu of all monetary liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are caused by any delay in achieving Substantial Completion or Final Completion, provided this limitation shall not apply to Construction Manager's duty to indemnify the Owner or to warrant Construction Manager's Work as provided in this Contract and shall not apply to any loss, damage, cost or liability incurred by Owner due to factors unrelated to Construction Manager's delay.

§ A.2.4 Final Completion

§ A.2.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Final Completion of the entire Work:

[« »] Not later than « » (« ») calendar days from the date of Substantial Completion.

[« »] By the following date: « »

§ A.2.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Final Completion of the entire Work, the Construction Manager shall achieve Final Completion of such portions by the following dates:

Portion of Work	Final Completion Date

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit C

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User Notes: (2020107107)

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)
See Exhibit C

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
N/A	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Exhibit B

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See Exhibit B, F, G, H, I and J

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

« »

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User Notes: (2020107107)

This Amendment to the Agreement entered into as of the day and year first written above.

CITY OF VANCOUVER A municipal corporation	CONTRACTOR: Skanska USA Building Inc
Lon Pluckhahn, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	
Nena Cook, City Attorney	

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User Notes: (2020107107)

EXHIBIT A - CONSTRUCTION COST SUMMARY

November 21, 2025

Bid Pkg #	Description of Bid Package (or CSI modified Uniformat)	Value	Value of Previous Amendments	Value of Amendment #02		**Total Contract Value**
32A	Early Planting and Irrigation	$ 223,000	$ 223,000	$ -		**$ 223,000**
32B	Fencing	$ 169,656	$ 169,656	$ -		**$ 169,656**
Bid Group 2						
31A	Early Sitework	$ 1,682,000	$ 1,682,000	$ -		**$ 1,682,000**
31B	Site Retaining Wall #2	$ 1,895,106	$ 1,895,106	$ -		**$ 1,895,106**
Bid Group 3						
07A	Sealer and Joint Sealant	$ 34,036	$ -	$ 34,036		**$ 34,036**
23A	Geo Exchange Boring Field	$ 3,425,400	$ -	$ 3,425,400		**$ 3,425,400**
1	**Subtotal for Direct Subcontract Work**	**$ 7,429,198**	**$ 3,969,762**	**$ 3,459,436**		**$ 7,429,198**
2	Fencing Vegetation Clearing and Trimming Allowance	$ 7,500	$ 7,500	$ -		**$ 7,500**
3	Dewatering Baker Tank and Filtration Allowance	$ 200,000	$ 200,000	$ -		**$ 200,000**
4	Subcontractor Bonds (included in bid packages)	$ -	$ -	$ -		Included
5	**Subtotal for Other Contract Costs** (Add Lines 2, 3, & 4)	**$ 207,500**	**$ 207,500**	**$ -**		**$ 207,500**
6	**Total Subcontract Costs** (Add Lines 1 & 5)	**$ 7,636,698**	**$ 4,177,262**	**$ 3,459,436**		**$ 7,636,698**
7	Negotiated Support Services	$ 420,887	$ 404,728	$ 16,159		**$ 420,887**
8	Builder's Risk Allowance	$ 500,000	$ 500,000	$ -		**$ 500,000**
9	GC/CM Contingency (Subcontract Total x % Shown Below)	$ 281,794	$ 125,318	$ 156,476		**$ 281,794**
10	**Maximum Allowable Construction Cost (MACC)** (Add Lines 6, 7, 8, & 9)	**$ 8,839,379**	**$ 5,207,308**	**$ 3,632,071**		**$ 8,839,379**
11	Fixed Amount for Specified General Conditions	$ 835,549	$ 835,549	$ -		**$ 835,549**
12	GC/CM Fee x % Shown Below)	$ 397,330	$ 255,613	$ 141,717		**$ 397,330**
13	**Total Contract Cost (TCC)** (Add Lines 10, 12, and 12)	**$ 10,072,258**	**$ 6,298,470**	**$ 3,773,788**		**$ 10,072,258**
14	Preconstruction Services			$ -		**$ -**
15	**TCC plus Preconstruction Services** (Add Lines 13 and 14)	**$ 10,072,258**	**$ 6,298,470**	**$ 3,773,788**		**$ 10,072,258**

Ref.	**Risk Contingency & Fee Percentages Applicable to This Contract**					
Line 9	GC/CM Contingency Percentage					3.00%
Line 12	GC/CM Fee Percentage					4.23%

EXHIBIT "B"
MACC-2 (Contract AMENDMENT #2)
Scope of Work and Assumptions and Clarifications
City of Vancouver - Public Works Operations Campus

SCOPE OF WORK -

The following scopes of work are included with Amendment #2:

City of Vancouver (MACC-2 Bid Packages – Early Work Requirements):

1. BP 07A – Sealer and Joint Sealant
   a. Complete Scope as Identified in the Bid Package and related Addenda
2. BP 23A – Ground Source Geo Exchange
   a. Complete Scope as Identified in the Bid Package and related Addenda.

General Conditions and Negotiated Support Services (NSS):

1. Negotiated Support Services: $16,159
2. General Conditions: $No change
3. Overhead and Profit 4.23%: 150,600.00

ASSUMPTIONS AND CLARIFICATIONS -

1. Assumes a Notice to Proceed, NTP, from the Owner for the bid package values in Amendment Exhibit A, by December 22, 2025, and an executed associated GMP Amendment by December 31, 2025. Delay in issuance of NTP will entitle Skanska to revise the Early Work Schedule.
2. The GMP Amendment assumes continuous unfettered, legal access to the site.
3. Public Agency reviews or approvals and associated fees are excluded, as well as the costs associated for any changes resulting from review by the agency and/or its inspectors, unless they are issues related to installation.

EXCLUSIONS -

The following exclusions apply for Amendment #2:

1. Any scope not specifically outlined above
2. Special inspection and testing services or fees
3. Division 26 scope issued with BP-23A

EXHIBIT "B"
MACC-2 (Contract AMENDMENT #2)
Scope of Work and Assumptions and Clarifications
City of Vancouver - Public Works Operations Campus

COST BASIS OF AMENDMENT #2

Amendment #2 Proposal is based upon the following:

1. Owner / Contractor Agreements dated on June 13, 2025 – AIA A133-2019 and AIA A201 - 2017
2. As-Bid Specified General Conditions
3. Project Schedule dated March 7, 2025, Run Date: July 3, 2025
4. Bids received on November 13, 2025, for Bid Packages: 23B and 26A
5. Bid received on October 24, 2025, for Bid Package: 07A
6. Bid received on October 31, 2025, for Bid Package: 23A
7. GMP Mini-MACC #1 executed on September 29, 2025

EXHIBIT "C"
MACC-2 (Contract AMENDMENT #2)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

DRAWINGS & SKETCHES, SPECIFICATIONS, ADDENDA and OTHER DOCUMENTS

The documents listed in this Exhibit C comprise part of the Contract Documents.

Drawings & Sketches

Drawing or Sketch No.	Description	Rev No.	Date
	GENERAL		
G101	COVER SHEET	1	7/18/2025
G102	SHEET INDEX	2	10/7/2025
	CIVIL		
C000	COVER SHEET	1	7/18/2025
C001	LEGEND	1	7/18/2025
C100	CLEARING AND EROSION CONTROL PLAN	3	8/8/2025
C101	CLEARING AND EROSION CONTROL PLAN	2	7/29/2025
C102	TESC NOTES AND DETAILS	1	7/18/2025
C200	GRADING PLAN	3	8/8/2025
C201	GRADING PLAN	2	7/29/2025
C202	SITE CROSS SECTIONS	1	7/18/2025
C203	RETAINING WALL PROFILES	4	10/7/2025
C204	RETAINING WALL PROFILES	1	7/18/2025
C205	RETAINING WALL PROFILES	0	10/7/2025
LU100	EXISTING CONDITIONS	1	7/18/2025
LU200	CONCEPT PLAN	2	8/8/2025
	GEOTECHNICAL		
R100	ECOLOGY BLOCK DOUBLE WALL DETAILS	2	10/7/2025
R101	ECOLOGY BLOCK DOUBLE WALL DETAILS	0	10/7/2025
	STRUCTURAL		
S101	GENERAL NOTES	1	7/29/2025
S102	GENERAL NOTES	0	7/18/2025
S103	GENERAL NOTES	2	8/8/2025
S201	SOLDIER PILE WALL PLAN	2	8/8/2025
S211	SOLDIER PILE WALL ELEVATION	1	8/8/2025
S212	SOLDIER PILE WALL ELEVATION	1	8/8/2025
S301	SOLDIER PILE WALL DETAILS	1	7/29/2025
	MECHANICAL		
M001	SYMBOL LIST AND GENERAL NOTES - MECHANICAL	1	7/18/2025
M101	SITE PIPING PLAN - MECHANICAL	1	7/18/2025
M102	ENLARGED SITE PIPING PLAN - MECHANICAL	1	7/18/2025
M601	DETAILS - MECHANICAL	1	7/18/2025
M602	DETAILS - MECHANICAL	1	7/18/2025
	ELECTRICAL		
EG001	SYMBOL LIST AND GENERAL NOTES - ELECTRICAL	1	7/18/2025

EG101	SITE PLAN - ELECTRICAL	1	7/18/2025
EG102	ENLARGED SITE PLAN - ELECTRICAL	1	7/18/2025
	LANDSCAPING		
LS1.0	LEVEL V TREE PLAN	1	7/18/2025
LS1.1	LEVEL V TREE PLAN	1	7/18/2025
LS2.0	PLANTING PLAN	1	7/18/2025
LS2.1	PLANTING DETAILS	1	7/18/2025
LS3.0	IRRIGATION PLAN	1	7/18/2025

Specifications

Specification Section	Description	Rev No.	Date
01	**GENERAL REQUIREMENTS**		
01 00 00	GENERAL REQUIREMENTS		6/20/2025
01 11 00	SUMMARY OF WORK		6/20/2025
01 23 00	ALTERNATES		6/20/2025
01 25 00	SUBSTITUTIONS		6/20/2025
01 26 00	CONTRACT MODIFICATIONS		6/20/2025
01 29 76	PROGRESS PAYMENTS		6/20/2025
01 31 00	PROJECT MANAGEMENT COORDINATION		6/20/2025
01 31 19	PROJECT MEETINGS		6/20/2025
01 32 16	CONSTRUCTION SCHEDULE		6/20/2025
01 33 00	SUBMITTAL PROCEDURES		6/20/2025
01 35 23	SAFETY REQUIREMENTS		6/20/2025
01 41 00	AIR BARRIER SYSTEM		6/20/2025
01 42 00	REFERENCES		6/20/2025
01 45 00	CONTRACTOR QUALITY CONTROL		6/20/2025
01 45 23	TESTING AND INSPECTION		6/20/2025
01 45 54	AIR BARRIER TESTING AND LEAK MITIGATION		6/20/2025
01 50 00	TEMPORARY FACILITIES AND CONTROLS		6/20/2025
01 56 39	TEMPORARY TREE PROTECTION PLAN		6/20/2025
01 58 00	PROJECT IDENTIFICATION		6/20/2025
01 71 23	FIELD ENGINEERING		6/20/2025
01 73 39	CUTTING AND PATCHING		6/20/2025
01 74 00	CONSTRUCTION WASTE MANAGEMENT		6/20/2025
01 75 00	TEST ENGINEER SERVICES		6/20/2025
01 77 00	CLOSEOUT PROCEDURES		6/20/2025
01 78 23	OPERATION AND MAINTENANCE DATA		6/20/2025
01 78 36	WARRANTIES		6/20/2025
01 79 00	DEMONSTRATION AND TRAINING		6/20/2025
01 91 00	COMMISSIONING		6/20/2025

01 73 00	EXECUTION		6/20/2025
07	**THERMAL AND MOISTURE PROTECTION**		
07 1900	WATER REPELLENTS		7/18/2025
07 9200	JOINTSEALANTS		7/18/2025
23	**HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**		
23 00 00	HEATING, VENTILATING AND AIR CONDITIONING (HVAC) BASIC REQUIREMENTS		6/20/2025
23 05 19	METERS AND GAUGES FOR HVAC PIPING		6/20/2025
23 05 23	GENERAL-DUTY VALVES FOR HVAC PIPING		6/20/2025
23 05 53	IDENTIFICATION FOR HVAC PIPING, DUCTWORK AND EQ		6/20/2025
23 21 13.33	GROUND-LOOP HEAT-PUMP PIPING		6/20/2025
23 21 13	HVAC PIPING		6/20/2025
23 21 16	HYDRONIC PIPING SPECIALTIES		6/20/2025
23 25 00	HVAC WATER TREATMENT		6/20/2025
26	**ELECTRICAL**		
26 00 00	ELECTRICAL BASIC REQUIREMENTS		6/20/2025
26 05 33	RACEWAYS		6/20/2025
26 05 43	ELECTRICAL VAULTS AND UNDERGROUND RACEWAYS		6/20/2025
31	**EARTHWORK**		
31 10 00	SITE CLEARING		7/18/2025
31 20 00	EARTH MOVING		7/18/2025
31 23 19	DEWATERING		7/18/2025
31 25 00	EROSION AND SEDIMENT CONTRO		7/18/2025
32	**EXTERIOR IMPROVEMENTS**		
323113	CHAIN LINK FENCING AND GATES		6/20/2025
328400	TEMPORARY IRRIGATION (DESIGN BUILD)		6/20/2025
329113	SOIL PREPARATION		6/20/2025
329300	PLANTS		6/20/2025
33	**UTILITIES**		
33 41 16	SUBDRAINAGE PIPING		7/18/2025

Addenda

Addendum No.	Description	Rev No.	Date
1	VPOC BP23A – Addendum #1		10/15/25
2	VPOC BP23A – Addendum #2		10/21/25
3	VPOC BP23A – Addendum #3		10/28/25

EXHIBIT "C"
MACC-2 (Contract AMENDMENT #2)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

Other

Document No.	Document Name	Rev No.	Date
	VPOC INFORMATION AVAILABLE TO BIDDERS 2025-7-18.pdf		7/18/2025
	Report of Geotechnical Engineering Services		10/02/2023
	Stormwater Pollution Prevention Plan (SWPPP)		02/28/2025

EXHIBIT “D”
Contract AMENDMENT #2
Allowance Items
City of Vancouver – Public Works Operations Center

ALLOWANCE ITEMS -

None

EXHIBIT “E”
Contract AMENDMENT #2
Alternate Prices
City of Vancouver – Public Works Operations Center

ALTERNATE PRICES

None.

EXHIBIT “F”
Contract AMENDMENT #2
Unit Prices
City of Vancouver – Public Works Operation Center

Unit Prices -

Bid Package 23A Geo Exchange: Addendum #1 232113.33 1.4 B-13 Artesian Sealing, Add $3,250 for each artesian sealing condition required within the 400’ drill depth.

EXHIBIT "G"
Contract AMENDMENT #2
Early Work Negotiated Support Services
City of Vancouver – Public Works Operations Center

NEGOTIATED SUPPORT SERVICES

The stipulated dollar values are not inclusive of GC/CM Contingency, Fee, or WSST.

VPOC 8713 NE 94th Ave. Vancouver, WA 98662
Early Work MACC #2

Negotiated Site Services

Code	Description	MACC #2 Early Work
150.14680000	Crane/Equipment/Field Office Pads	-
150.01320000	Survey	-
150.01842500	Forklift	-
150.01800500	Fuel & Oil	-
150.01403000	Progress Cleaning	-
150.01401500	Dump Fees and Hauling	-
150.02370000	Erosion Control	-
150.01221100	Drinking Water/Ice	-
150.01400500	Field Toilets	-
150.01521000	Traffic Control	-
	Mock ups	-
150.01593500	Temporary Heating/Cooling	-
150.01592000	Temporary Water	-
150.01590500	Temporary Power	-
150.01591500	Temporary Lighting	-
150.01341601	Post GMP Bid Advertising	-
150.01901000	Builders Risk	-
150.01300000	Permits/Deferred Submittals	-
150.01405500	Final Cleaning	-
150.01504000	Temporary Site Protection	-
150.01200500	Field Offices	16,159.00
150.01210500	Project Signage	-
150.01583500	Temporary Access (Scaffolding & Stairs)	-
150.01819500	Temporary Vert. Transportation	-
150.01330500	Test Engineer Services	-
150.16080000	Electrical Testing	-
150.01584000	Temporary Fire Protection	-
150.01503500	Temporary Protection	-
150.01582500	Perimeter/Opening Protection	-
150.01570500	Temporary Weather Protection	-
150.09830000	Temporary Noise Barriers	-
150.25103600	3rd Party Means and Methods Engineerin	-
150.01190500	Project Specific Travel	-
Total		**$ 16,159.00**

Early Work	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
Mobile Cranes															-
Survey															-
Forklift															-
Fuel & Oil															-
Progress Cleaning															-
Dump Fees and Hauling															-
Erosion Control															-
Drinking Water/Ice															-
Field Toilets w/HW Station															-
Traffic Control															-
Mock ups															-
Temporary Heating/Cooling															-
Temporary Water															-
Temporary Power															-
Temporary Lighting															-
Post GMP Bid Advertising															-
Builders Risk															-
Permits/Deferred Submittals															-
Final Cleaning															-
Field Offices				175	175	175	175	175	2,684	857	4,948	2,265	2,265	2,265	16,159
Project Signage															-
Site Security															-
Temporary Access															-
Temporary Vert. Transportation															-
Test Engineer Services															-
Electrical Testing															-
Temporary Fire Protection															-
Temporary Protection															-
Perimeter/Opening Protection															-
Temporary Weather Protection															-
Temporary Noise Barriers															-
Means and Methods Engineering															-
Project Specific Travel															-
Total															**$ 16,159**

EXHIBIT “H”
Contract AMENDMENT #2
Project Schedule
City of Vancouver – Public Works Operations Center

Project Schedule - Data Date March 07, 2025, Run Date: July 03, 2025

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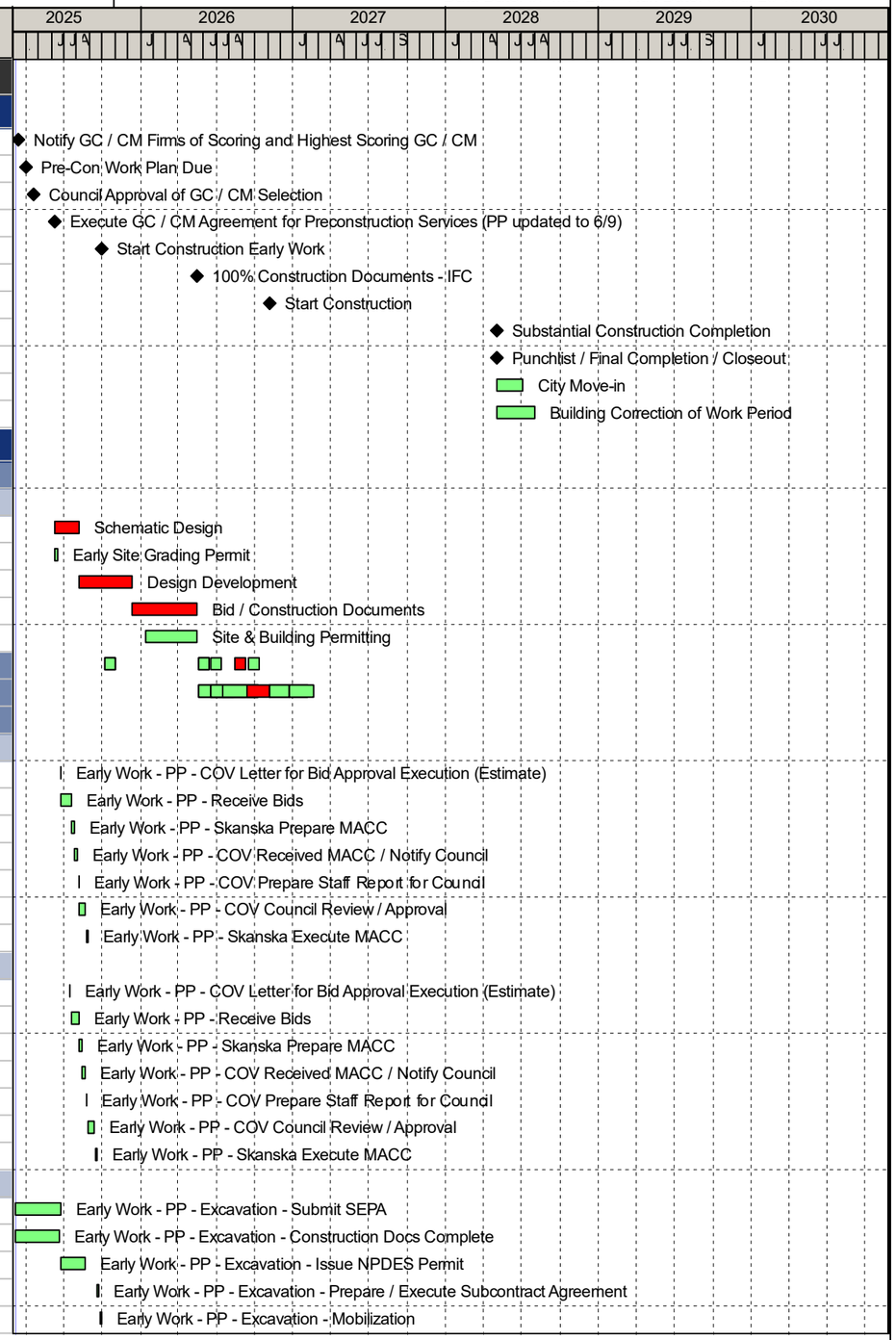
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT		1240	1246	14-Mar-25 A	23-Jan-30
EXECUTIVE SUMMARY		860	860	14-Mar-25	02-Aug-28
EXE163	Notify GC / CM Firms of Scoring and Highest Scoring GC / CM	0	0		14-Mar-25*
EXE173	Pre-Con Work Plan Due	0	0		31-Mar-25*
EXE183	Council Approval of GC / CM Selection	0	0		18-Apr-25*
EXE193	Execute GC / CM Agreement for Preconstruction Services (PP updated to 6/9)	0	0		09-Jun-25*
EXE203	Start Construction Early Work	0	0	30-Sep-25	
DES187	100% Construction Documents - IFC	0	0		15-May-26*
EXE113	Start Construction	0	0	06-Nov-26	
EXE101	Substantial Construction Completion	0	0		01-May-28*
EXE103	Punchlist / Final Completion / Closeout	0	0		01-May-28
EXE143	City Move-in	44	44	02-May-28	03-Jul-28
EXE153	Building Correction of Work Period	65	65	02-May-28	02-Aug-28
PRE-CONSTRUCTION		460	495	25-Apr-25 A	17-Feb-27
DESIGN		238	238	10-Jun-25	15-May-26
OVERALL		238	238	10-Jun-25	15-May-26
DES147	Schematic Design	42	42	10-Jun-25	07-Aug-25
DES111	Early Site Grading Permit	5	5	10-Jun-25	16-Jun-25
DES101	Design Development	86	86	08-Aug-25	10-Dec-25
DES102	Bid / Construction Documents	110	110	11-Dec-25	15-May-26
DES106	Site & Building Permitting	88	88	14-Jan-26	15-May-26
TRADE PARTNER CONTRACTING		259	259	06-Oct-25	12-Oct-26
CRITICAL MATERIAL & EQUIPMENT PROCUREMENT		191	191	18-May-26	17-Feb-27
EARLY WORK PROCUREMENT		301	287	25-Apr-25 A	22-Apr-26
EARLY WORK COV MACC 01 Negotiations		47	47	23-Jun-25 A	27-Aug-25
EW14610	Early Work - PP - COV Letter for Bid Approval Execution (Estimate)	1	1	23-Jun-25*	23-Jun-25
EW227	Early Work - PP - Receive Bids	15	18	27-Jun-25 A	18-Jul-25
EW15070	Early Work - PP - Skanska Prepare MACC	5	5	21-Jul-25	25-Jul-25
EWS257	Early Work - PP - COV Received MACC / Notify Council	6	6	28-Jul-25	04-Aug-25
EWS267	Early Work - PP - COV Prepare Staff Report for Council	2	2	05-Aug-25	06-Aug-25
EWS277	Early Work - PP - COV Council Review / Approval	12	12	07-Aug-25	22-Aug-25
EWS237	Early Work - PP - Skanska Execute MACC	3	3	25-Aug-25	27-Aug-25
EARLY WORK COV MACC 02 Negotiations		44	44	17-Jul-25	17-Sep-25
EW15060	Early Work - PP - COV Letter for Bid Approval Execution (Estimate)	1	1	17-Jul-25*	17-Jul-25
EW15050	Early Work - PP - Receive Bids	15	15	18-Jul-25	07-Aug-25
EW15080	Early Work - PP - Skanska Prepare MACC	5	5	08-Aug-25	14-Aug-25
EWS417	Early Work - PP - COV Received MACC / Notify Council	6	6	15-Aug-25	22-Aug-25
EWS427	Early Work - PP - COV Prepare Staff Report for Council	2	2	25-Aug-25	26-Aug-25
EWS437	Early Work - PP - COV Council Review / Approval	12	12	27-Aug-25	12-Sep-25
EWS407	Early Work - PP - Skanska Execute MACC	3	3	15-Sep-25	17-Sep-25
EARLY WORK Excavation		301	144	25-Apr-25 A	29-Sep-25
EW14730	Early Work - PP - Excavation - Submit SEPA	36	77	25-Apr-25 A	24-Jun-25
EW14660	Early Work - PP - Excavation - Construction Docs Complete	25	75	05-May-25 A	20-Jun-25
EW14720	Early Work - PP - Excavation - Issue NPDES Permit	58	58	25-Jun-25	21-Aug-25
EWS357	Early Work - PP - Excavation - Prepare / Execute Subcontract Agreement	5	5	18-Sep-25	24-Sep-25
EW14680	Early Work - PP - Excavation - Mobilization	3	3	25-Sep-25	29-Sep-25



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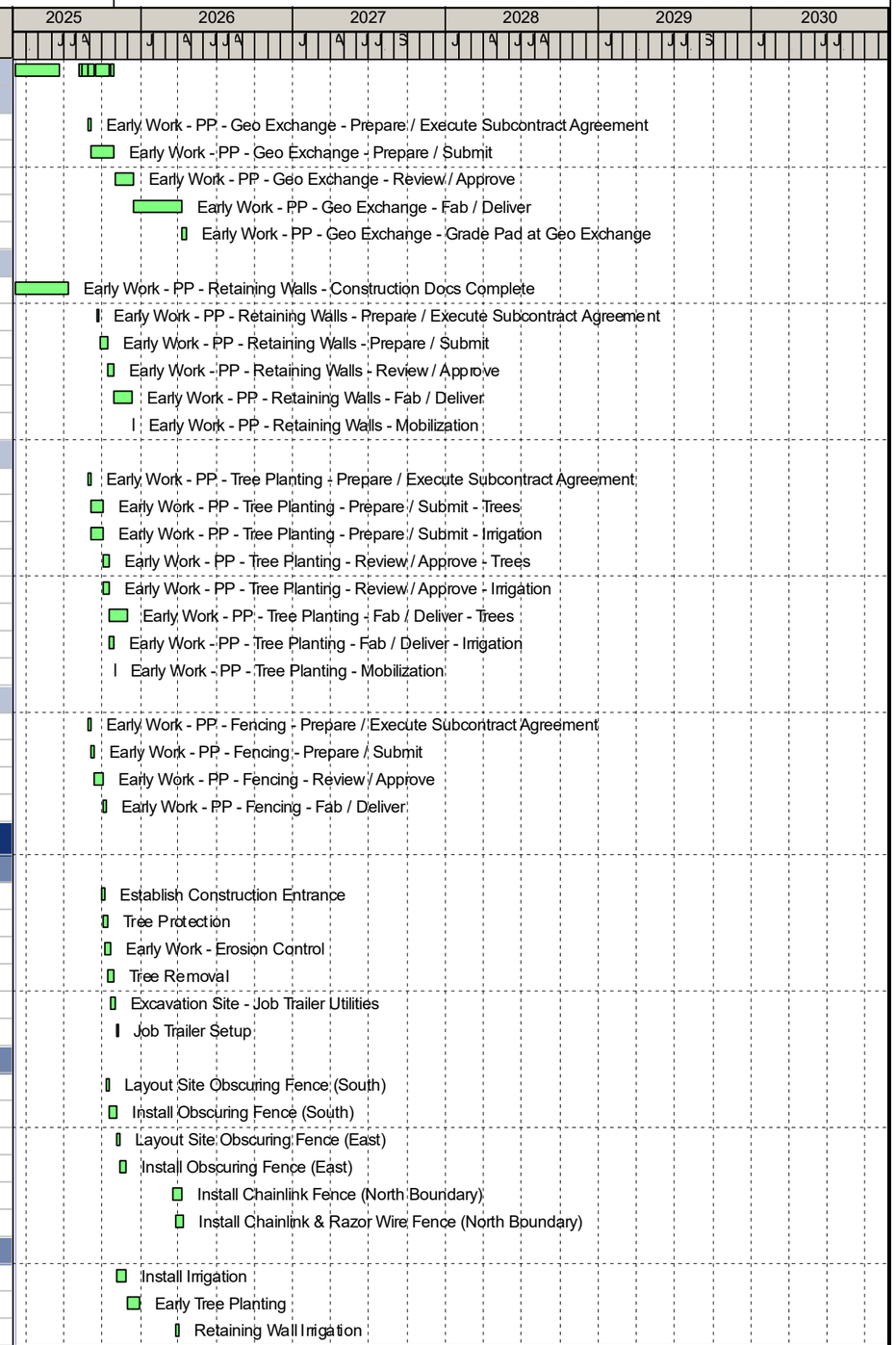
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EARLY WORK Aggregate Piers		228	164	05-May-25 A	27-Oct-25
EARLY WORK Geo Exchange		165	165	28-Aug-25	22-Apr-26
EWS367	Early Work - PP - Geo Exchange - Prepare / Execute Subcontract Agreement	5	5	28-Aug-25	04-Sep-25
EW14500	Early Work - PP - Geo Exchange - Prepare / Submit	40	40	05-Sep-25	30-Oct-25
EW14570	Early Work - PP - Geo Exchange - Review / Approve	30	30	31-Oct-25	15-Dec-25
EW14580	Early Work - PP - Geo Exchange - Fab / Deliver	80	80	16-Dec-25	08-Apr-26
EW14940	Early Work - PP - Geo Exchange - Grade Pad at Geo Exchange	10	10	09-Apr-26	22-Apr-26
EARLY WORK Retaining Walls		200	198	05-May-25 A	16-Dec-25
EW14790	Early Work - PP - Retaining Walls - Construction Docs Complete	25	89	05-May-25 A	11-Jul-25
EWS377	Early Work - PP - Retaining Walls - Prepare / Execute Subcontract Agreement	5	5	18-Sep-25	24-Sep-25
EW14760	Early Work - PP - Retaining Walls - Prepare / Submit	15	15	25-Sep-25	15-Oct-25
EW14770	Early Work - PP - Retaining Walls - Review / Approve	10	10	16-Oct-25	29-Oct-25
EW14780	Early Work - PP - Retaining Walls - Fab / Deliver	30	30	30-Oct-25	12-Dec-25
EW14800	Early Work - PP - Retaining Walls - Mobilization	2	2	15-Dec-25	16-Dec-25
EARLY WORK Tree Planting		65	65	28-Aug-25	01-Dec-25
EWS387	Early Work - PP - Tree Planting - Prepare / Execute Subcontract Agreement	5	5	28-Aug-25	04-Sep-25
EW14810	Early Work - PP - Tree Planting - Prepare / Submit - Trees	20	20	05-Sep-25	02-Oct-25
EW15140	Early Work - PP - Tree Planting - Prepare / Submit - Irrigation	20	20	05-Sep-25	02-Oct-25
EW14820	Early Work - PP - Tree Planting - Review / Approve - Trees	10	10	03-Oct-25	16-Oct-25
EW15150	Early Work - PP - Tree Planting - Review / Approve - Irrigation	10	10	03-Oct-25	16-Oct-25
EW14830	Early Work - PP - Tree Planting - Fab / Deliver - Trees	30	30	17-Oct-25	01-Dec-25
EW15160	Early Work - PP - Tree Planting - Fab / Deliver - Irrigation	10	10	17-Oct-25	30-Oct-25
EW14850	Early Work - PP - Tree Planting - Mobilization	2	2	31-Oct-25	03-Nov-25
EARLY WORK Fencing		30	30	28-Aug-25	09-Oct-25
EWS397	Early Work - PP - Fencing - Prepare / Execute Subcontract Agreement	5	5	28-Aug-25	04-Sep-25
EW15010	Early Work - PP - Fencing - Prepare / Submit	5	5	05-Sep-25	11-Sep-25
EW15020	Early Work - PP - Fencing - Review / Approve	15	15	12-Sep-25	02-Oct-25
EW15030	Early Work - PP - Fencing - Fab / Deliver	5	5	03-Oct-25	09-Oct-25
EARLY WORK CONSTRUCTION		657	657	30-Sep-25	01-May-28
EARLY WORK SITE MOBILIZATION		30	30	30-Sep-25	10-Nov-25
EW14870	Establish Construction Entrance	5	5	30-Sep-25	06-Oct-25
EW15240	Tree Protection	10	10	02-Oct-25	15-Oct-25
EW1030	Early Work - Erosion Control	10	10	07-Oct-25	20-Oct-25
EW15250	Tree Removal	10	10	16-Oct-25	29-Oct-25
EW1000	Excavation Site - Job Trailer Utilities	10	10	21-Oct-25	03-Nov-25
EW14880	Job Trailer Setup	5	5	04-Nov-25	10-Nov-25
EARLY WORK FENCING		130	130	10-Oct-25	15-Apr-26
EW14970	Layout Site Obscuring Fence (South)	5	5	10-Oct-25	16-Oct-25
EW14990	Install Obscuring Fence (South)	15	15	17-Oct-25	06-Nov-25
EW14980	Layout Site Obscuring Fence (East)	3	3	07-Nov-25	11-Nov-25
EW15000	Install Obscuring Fence (East)	10	10	12-Nov-25	25-Nov-25
EW15040	Install Chainlink Fence (North Boundary)	15	15	20-Mar-26	09-Apr-26
EW15090	Install Chainlink & Razor Wire Fence (North Boundary)	15	15	26-Mar-26	15-Apr-26
EARLY IRRIGATION & PLANTING		115	115	04-Nov-25	17-Apr-26
EW15100	Install Irrigation	17	17	04-Nov-25	26-Nov-25
EW15110	Early Tree Planting	20	20	02-Dec-25	30-Dec-25
EW15120	Retaining Wall Irrigation	7	7	26-Mar-26	03-Apr-26



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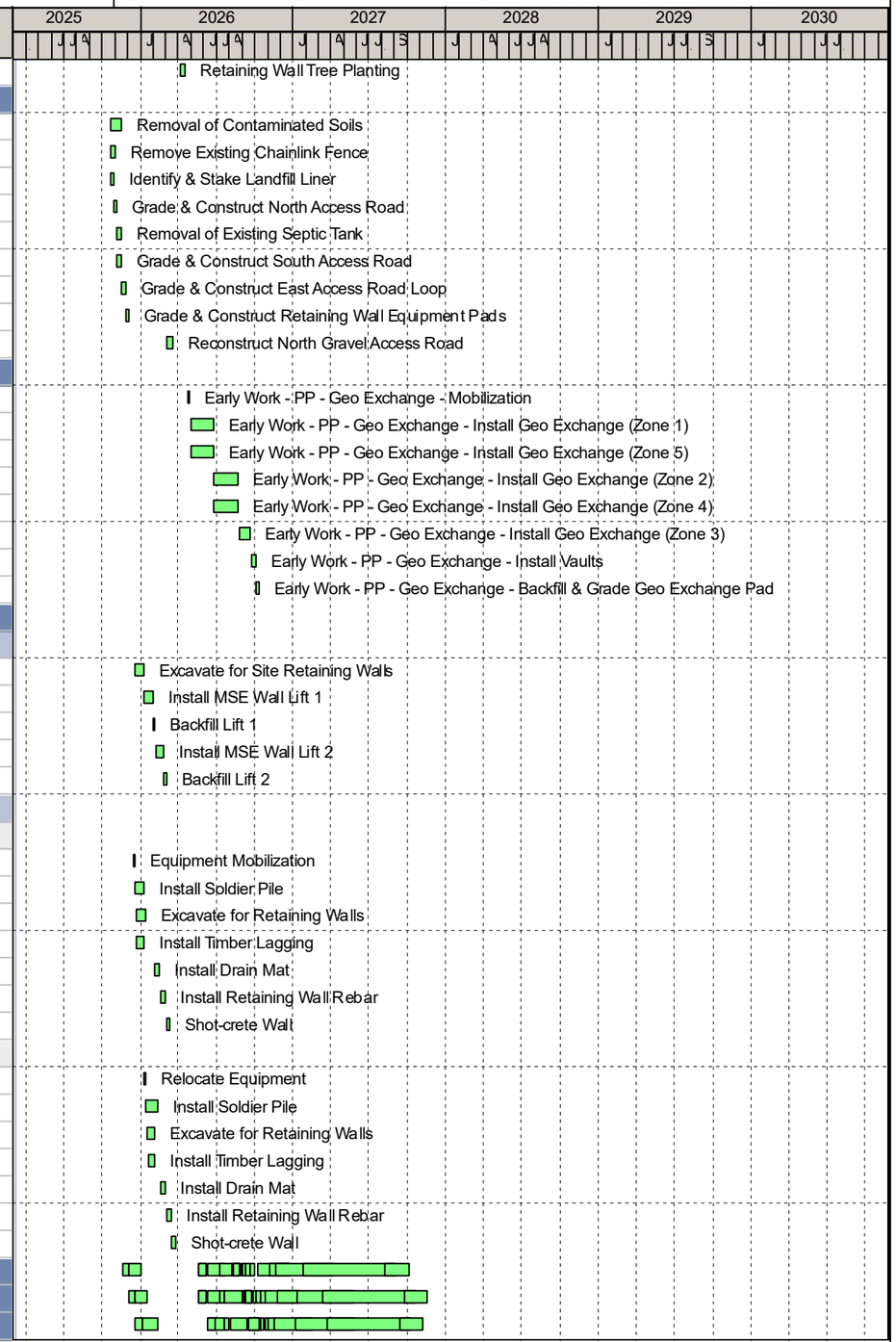
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EW15130	Retaining Wall Tree Planting	10	10	06-Apr-26	17-Apr-26
EARLY WORK SITE EXCAVATION & UNDERGROUND UTILITIES		104	104	21-Oct-25	19-Mar-26
EW1180	Removal of Contaminated Soils	20	20	21-Oct-25	17-Nov-25
EW15170	Remove Existing Chainlink Fence	10	10	21-Oct-25	03-Nov-25
EW15190	Identify & Stake Landfill Liner	5	5	21-Oct-25	27-Oct-25
EW15200	Grade & Construct North Access Road	7	7	28-Oct-25	05-Nov-25
EW1200	Removal of Existing Septic Tank	10	10	04-Nov-25	17-Nov-25
EW15210	Grade & Construct South Access Road	7	7	06-Nov-25	14-Nov-25
EW15220	Grade & Construct East Access Road Loop	7	7	17-Nov-25	25-Nov-25
EW15230	Grade & Construct Retaining Wall Equipment Pads	5	5	26-Nov-25	04-Dec-25
EW15180	Reconstruct North Gravel Access Road	10	10	06-Mar-26	19-Mar-26
EARLY WORK GEO EXCHANGE		120	120	23-Apr-26	12-Oct-26
EW14750	Early Work - PP - Geo Exchange - Mobilization	5	5	23-Apr-26	29-Apr-26
EW14890	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 1)	40	40	30-Apr-26	25-Jun-26
EW14900	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 5)	40	40	30-Apr-26	25-Jun-26
EW14910	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 2)	40	40	26-Jun-26	21-Aug-26
EW14920	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 4)	40	40	26-Jun-26	21-Aug-26
EW14930	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 3)	20	20	24-Aug-26	21-Sep-26
EW14950	Early Work - PP - Geo Exchange - Install Vaults	10	10	22-Sep-26	05-Oct-26
EW14960	Early Work - PP - Geo Exchange - Backfill & Grade Geo Exchange Pad	5	5	06-Oct-26	12-Oct-26
SITE RETAINING WALLS		71	71	15-Dec-25	25-Mar-26
MSE RETAINING WALL		55	55	17-Dec-25	05-Mar-26
A2430	Excavate for Site Retaining Walls	15	15	17-Dec-25	08-Jan-26
A2850	Install MSE Wall Lift 1	15	15	09-Jan-26	29-Jan-26
A14000	Backfill Lift 1	5	5	30-Jan-26	05-Feb-26
A14010	Install MSE Wall Lift 2	15	15	06-Feb-26	26-Feb-26
A14020	Backfill Lift 2	5	5	27-Feb-26	05-Mar-26
SOLDIER PILE RETAINING WALL		71	71	15-Dec-25	25-Mar-26
RETAINING WALL UPPER		61	61	15-Dec-25	11-Mar-26
A14030	Equipment Mobilization	3	3	15-Dec-25	17-Dec-25
A2900	Install Soldier Pile	15	15	18-Dec-25	09-Jan-26
A2880	Excavate for Retaining Walls	15	15	22-Dec-25	13-Jan-26
A2910	Install Timber Lagging	10	10	24-Dec-25	08-Jan-26
A2940	Install Drain Mat	10	10	03-Feb-26	16-Feb-26
A2920	Install Retaining Wall Rebar	10	10	17-Feb-26	02-Mar-26
A2930	Shot-crete Wall	7	7	03-Mar-26	11-Mar-26
RETAINING WALL LOWER		54	54	09-Jan-26	25-Mar-26
A14100	Relocate Equipment	3	3	09-Jan-26	13-Jan-26
A14070	Install Soldier Pile	20	20	14-Jan-26	10-Feb-26
A14040	Excavate for Retaining Walls	15	15	16-Jan-26	05-Feb-26
A14080	Install Timber Lagging	10	10	20-Jan-26	02-Feb-26
A14060	Install Drain Mat	10	10	17-Feb-26	02-Mar-26
A14050	Install Retaining Wall Rebar	10	10	03-Mar-26	16-Mar-26
A14090	Shot-crete Wall	7	7	17-Mar-26	25-Mar-26
BUILDING A		476	476	18-Nov-25	04-Oct-27
BUILDING B		499	499	04-Dec-25	18-Nov-27
BUILDING C		480	480	18-Dec-25	05-Nov-27



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Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
BUILDING D		448	448	07-Jan-26	08-Oct-27
BUILDING E		565	565	21-Jan-26	10-Apr-28
BUILDING F		296	296	09-Feb-26	07-Apr-27
SITEWORK		423	423	01-Sep-26	01-May-28
CONSTRUCTION		821	821	06-Nov-26	23-Jan-30

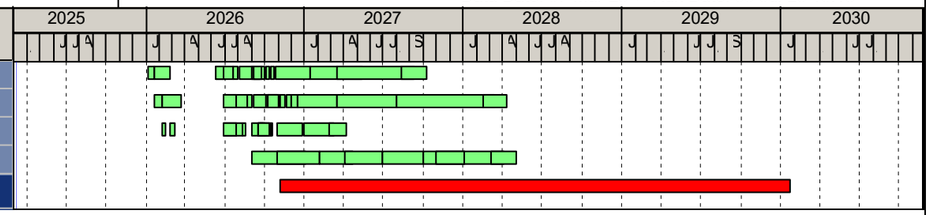

EXHIBIT "I"
Contract AMENDMENT #2
Early Work General Conditions
City of Vancouver – Public Works Operations Center

GENERAL CONDITIONS

No change

EXHIBIT "J"
MACC-2 (Contract AMENDMENT #2)
Group II Bid Tab & Bids– 07A and 23A
City of Vancouver – Public Works Operations Center

Group II Bid Tab and Bids

4125009: VPOC Bid-Group #3

Prepared by Skanska - 1010 NW Flanders Street, Suite 500, Portland, OR 97209, United States of America

Bid Package Lead: Derek Bourque (derek.bourque@skanska.com)

Project Location: 415 West 6th Street, Vancouver, WA 98660, United States of America

07A: Sealer and Joint Sealants

Generated October 24, 2025

Signed by: Derek Bourque A9F4E320B8144E3...

DocuSigned by: Anna Vogel 7C05B7FF67584CB...

Base Bid

Consurco, Inc.

Submitted by Ian Thackeray

$34,036

Original Proposal, October 16, 2025

	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				**$34,036**
MSE retaining wall joint sealants at brine and salt storage				$16,385
MSE retaining wall penetrating sealer at brine and salt storage				$17,651
Base Bid Total				**$34,036**

GENERAL ACKNOWLEDGMENTS	
Bidder hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid	YES
INTENT AND AFFIDAVIT OF WAGES PAID In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	YES
BIDDER RESPONSIBILITY CRITERIA: By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	YES
TIME OF COMPLETION: Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	YES
CONTRACT AND BOND: Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	YES
Bidder acknowledges receipt of Addenda # through ##	NA

Summary

4125009: VPOC Bid-Group #3

Prepared by Skanska - 1010 NW Flanders Street, Suite 500, Portland, OR 97209, United States of America

Bid Package Lead: Derek Bourque (derek.bourque@skanska.com)

Project Location: 415 West 6th Street, Vancouver, WA 98660, United States of America

23A: Geo Exchange Boring Field

Generated October 31, 2025

Base Bid

	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				
Geo Exchange Boring Field 400' Depth				
Artesian Sealing 400' Depth 1-Each	each	1.00	$3,250.00	$3,250
Geo Exchange Boring Field 600' Depth				
Artesian Sealing 600' Depth 1-Each	each	0.00	$0.00	$0
Trench Safety RCW 39.04.180				$7,450
ALTERNATES				
Provide a Baker tank for drilling fluids and spoils in lieu of an onsite detention pond.				$28,700
Base Bid Total				
SCOPE-SPECIFIC CLARIFICATIONS				
Bidders may submit bids for either drill depth option, 400' or 600' and do not need to bid both depths.				
GENERAL ACKNOWLEDGMENTS				
Bidder hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid				
INTENT AND AFFIDAVIT OF WAGES PAID In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.				
BIDDER RESPONSIBILITY CRITERIA: By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.				
TIME OF COMPLETION: Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.				
CONTRACT AND BOND: Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.				
Bidder acknowledges receipt of Addenda # through ##				
Summary				

Geonomic Developments, LLC

Submitted by Nick Mitchell

$3,396,700

Original Proposal, October 31, 2025

Unit	Qty	Unit Cost	Total Cost
			$3,396,700
			$3,386,000
each	1.00	$3,250.00	$3,250
each	0.00	$0.00	$0
			$7,450
			$28,700
			$3,396,700
			YES
			YES
			YES
			YES
			YES
1-3			

MacDonald-Miller Facility Solutions, LLC

Submitted by Michael Weber

$4,038,795

Original Proposal, October 31, 2025

Unit	Qty	Unit Cost	Total Cost
			$4,038,795
			$4,038,295
each	1.00	$0.00	$0
each	0.00	$0.00	$0
			$500
			$39,555
			$4,038,795
			YES
			YES
			YES
			YES
			YES
#01 through #03			
MMFS shall subcontract all Geothermal scope through Geotility Geothermal Systems.			

EarthHeat, Inc.

Submitted by gerard Maloney

$4,477,230

Original Proposal, October 31, 2025

Unit	Qty	Unit Cost	Total Cost
			$4,477,230
			$4,353,960
each	1.00	$115,270.00	$115,270
each	0.00	$0.00	$0
			$8,000
			$25,838
			$4,477,230
			YES
			YES
			YES
			YES
			YES
1-3			
Thank you for the opportunity to partner on this project. We have attached our bid bond for the entir			

Tapani Plumbing Inc.

Submitted by Derek Bourque

$4,792,390

Original Proposal, October 31, 2025

Unit	Qty	Unit Cost	Total Cost
			$4,792,390
			$4,771,675
each	1.00	$715.00	$715
each	0.00	$0.00	$0
			$20,000
			$280,000
			$4,792,390
			YES
			YES
			YES
			YES
			YES
1 through 3			

VPOC Bid-Group #3

415 West 6th Street, Vancouver, WA 98660, United States of America

Sent proposal: $3,396,700

Submitted Oct 31, 2025 at 10:54 AM PDT

Geonomic Developments, LLC

6635 North Baltimore Avenue, Portland, OR 97203, United States of America

Nick Mitchell | Owner | +1 503-734-0123 | info@geonomic.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Geo Exchange Boring Field 400' Depth			$3,386,000
Artesian Sealing 400' Depth 1-Each	1	× $3,250 /each	$3,250
Geo Exchange Boring Field 600' Depth			
Artesian Sealing 600' Depth 1-Each			
Trench Safety RCW 39.04.180			$7,450
Base Bid			**$3,396,700**

Alternates

Provide a Baker tank for drilling fluids and spoils in lieu of an onsite detention pond.	$28,700

Scope-Specific Clarifications

Bidders may submit bids for either drill depth option, 400' or 600' and do not need to bid both depths.

General Acknowledgments

Bidder hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid	Yes
INTENT AND AFFIDAVIT OF WAGES PAID In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
BIDDER RESPONSIBILITY CRITERIA: By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes
TIME OF COMPLETION: Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
CONTRACT AND BOND: Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Bidder acknowledges receipt of Addenda # through ##	1-3

Attachments

- Bid Bond:Surety Ack GeoDev.... (2.1 MB)
- Surety Letter_Geonomic.pdf (166 KB)
- VPOC Bid Form_Geonomic.pdf (243 KB)

BID FORM

(To be submitted no later than 11:00 AM on Friday, October 31st, 2025)

TO: Skanska USA Building, Inc.

Attn: Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660

Or Mailed:
Attn: Skanska
City of Vancouver
Procurement Department
PO Box 1995, Vancouver, WA 98668-199

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 3 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #23A Geo-Exchange:

Description of Bid Item:	Unit of Measure	Bid Amount
Geo-Exchange 400'	LS	$ $3,386,000
Artesian Sealing	1	$3,250
Trench Safety RCW 39.04.180	LS	$ $7,450
	Total Bid:	**$** $3,396,700

Description of Bid Item:	Unit of Measure	Bid Amount
Geo-Exchange 600'	LS	$
Artesian Sealing	1	
Trench Safety RCW 39.04.180	LS	$
	Total Bid:	**$**

II. Drill Depth Option

Bidders may select and submit a bid for either drill depth option and do not need to bid both depths.

III. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

_____

_Dollars

Print Dollar Amount

$_____

Numerical Dollar Amount

Add Alternate #1

Provide a Baker tank for drilling fluids and spoils in lieu of an onsite detention pond.	LS	$	$28,700

INTENT AND AFFIDAVIT OF WAGES PAID

In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:

This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.

BIDDER RESPONSIBILITY CRITERIA:

By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.

TIME OF COMPLETION:

Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:

Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BIDDER INFORMATION:

Geonomic Developments, Inc.
Legal Name of Bidder

By (Authorized Signature)

Nicholas Mitchell
Printed Name

Co-Owner
Title

6635 N. Baltimore Ave. (Suite #24)
Street Address

Portland, OR 97239
City State

503-734-0123
Telephone Fax No.

info@geonomic.com
Email

GEONODI815JR
State of Washington Contractor's License No.

The firm represented by the above signature is:

Sole Proprietorship	
Partnership	
Corporation	X
State of Incorporation	Oregon
Other	

AIA® Document A310™ – 2010

Bid Bond

Bond No. PSBD030027

CONTRACTOR:
GEONOMIC DEVELOPMENTS,INC.

1940 Sylvan Way
West Linn, OR 97068

SURETY:
PSIC (Palomar Specialty Insurance Company)
7979 Ivanhoe Avenue, Suite 500
La Jolla, CA 92037

OWNER:
Skanska USA Building, Inc.
1010 NW Flanders St. Suite 500
Portland, OR 97209

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5 percent of the bid not to exceed $187,000.00

PROJECT:
Geothermal Wells + header system 8713 NE 94th Ave, Vancouver, WA 98662

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of October 2025

(Witness) Lisa Paolo

GEONOMIC DEVELOPMENTS,INC.
(Principal) (Seal)

(Witness) Michael Giarrantano

(Title)
PSIC (Palomar Specialty Insurance Company)
(Surety) (Seal)
Michele Charette, Attorney-in-fact

OFFICIAL STAMP
LISA PAOLO
NOTARY PUBLIC - OREGON
COMMISSION NO. 1050734
MY COMMISSION EXPIRES AUGUST 20, 2028

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SURETY ACKNOWLEDGEMENT

State of New Jersey

ss:

County of Morris

On this 31st day of October, 2025, before me personally comes Michele Charette to me known; who, being by me duly sworn, deposes and says that he/she resides in Bartonsville,PA, that he/she is the Attorney-in-Fact of the PSIC (Palomar Specialty Insurance Company) the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said Corporation; that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of the said Corporation, and that he/she signed his/her name thereto by like order.

Kathleen Fochesto

(Signature & Title of Official Taking Acknowledgment)

Kathleen Fochesto
Commission #2394310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2030

PALOMAR SPECIALTY INSURANCE COMPANY

2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That Palomar Specialty Insurance Company, a Corporation of the State of Oregon does hereby appoint: **Patrick Lynch Sr., Patrick Lynch Jr. and Michele Charette**, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

IN WITNESS WHEREOF, Palomar Specialty Insurance Company of the State of Oregon has executed these presents this 23rd day of January, 2025.

David McDonald Armstrong, President

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss:

On this 23rd day of January, 2025, before me came the above named officer of Palomar Specialty Insurance Company of Oregon, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.

CERTIFICATE

Excerpts of Resolutions adopted by the Board of Directors of Palomar Specialty Insurance Company of the State of Oregon adopted January 9th, 2025.

RESOLVED, on January 9th, 2025, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors shall have the power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Angela Grant, Secretary of Palomar Specialty Insurance Company of Oregon, do hereby certify that the foregoing Resolutions were adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 23rd day of January 2025.

Angela Grant, Secretary

PALOMAR SPECIALTY INSURANCE COMPANY

2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2024

Assets:	
Bonds	$ 686,591,749
Preferred & Common Stocks	146,342,958
Cash and Short Term Investments	45,143,035
Other Invested Assets	5,863,570
Investment Income Due and Accrued	6,001,526
Premiums and considerations	235,439,168
Reinsurance recoverable and funds held	18,147,075
Deferred Tax Asset	26,245,058
Other Assets	94,813,492
Total Admitted Assets	$ 1,264,587,631
Liabilities and Surplus:	
Reserve for Losses	120,255,575
Reinsurance payable on paid losses and LAE	9,742,369
Loss adjustment expenses	35,043,620
Commissions payable	2,467,666
Other Expenses	11,662,146
Taxes Licenses and Fees	13,260,456
Unearned premium	465,454,641
Ceded Reinsurance Balances Payable	71,459,464
Funds held	3,808,559
Amounts withheld or retained by company	250,000
Provision for Reinsurance	1,760,562
Payable to parent, subsidiaries and affiliates	76,703,963
Payable for securities	1,000,000
Total Liabilities	$ 812,869,022
Capital & Surplus:	
Common Stock, Paid Up	5,000,000
Paid in and Contributed Surplus	232,552,688
Unassigned Surplus	214,165,921
Surplus as Regards to Policyholders	$ 451,718,609
Total Liabilities and Surplus	$ 1,264,587,631

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December 2024, according to the best information, knowledge, and belief.

X _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss:

Subscribed and sworn to, before me, a Notary Public of the State of California in the County of San Diego, this 12th day of May, 2025 by Angela Grant.

X _____

BELINDA MEDINA PERAZA
COMM. #2492645
Notary Public - California
San Diego County
My Comm. Expires June 20, 2028

October 31, 2025

Skanska USA Building, Inc.
1010 NW Flanders St. Suite 500
Portland, OR 97209

Re: Geonomic Developments, Inc.
Contract Surety Bond Program

To Whom It May Concern:

At the present time, First Indemnity of America Insurance Company provides a 4 million dollar bonding capacity to Geonomic Developments, Inc.. As always, First Indemnity of America Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to Skanska USA Building, Inc. or its affiliates if for any reason we do not execute such bonds.

First Indemnity of America Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570, limit of $1,733,000.00), and is rated A- Category 6, by A.M. Best Company.

Very truly yours,

By: Joseph D'Onofrio
Joseph D'Onofrio, Attorney-in-Fact

Attn: Dereck Bourque, Skanska USA Building
Re: Geonomic Developments – Quality Assurance (VPOC Geoexchange Project)

Geonomic Developments (Geonomic) is a leader in the Geothermal heating and cooling industry with hundreds of completed projects throughout North America. Founded in 2009 Geonomic specializes in **turn-key Ground Heat Exchanger (GHEX) design and installation**, offering complete, field-proven solutions for both public and private sector clients.

Bringing a trained and specialized work force together with the latest drilling technology, Geonomic offers comprehensive installation services focused on rate of production and insured quality thru detailed testing and commissioning. Lead by co-founders **Nicholas Mitchell** (an IGSHPA Accredited Installer since April 2009) and **Nicholas Cabianca** (the **first IGSHPA-certified Geothermal Inspector in the Pacific NW)**, the Geonomic team offers a unique capability to perform detailed **GHEX installation, commissioning, reporting, inspection, and quality verification**. Both founders serve as Board of Director Members of the Northwest GeoExchange, the IGSHPA partnered Geothermal Heat Pump Association for Oregon and Washington.

Geonomic maintains **strategic partnerships with Geoexchange-focused drilling contractors** across the United States, enabling the deployment of **a variety of drilling and grouting setups depending on the project** - optimizing for schedule, depth and performance. For the upcoming **VPOC** project in Vancouver, WA, Geonomic will lead a team that includes **Arrow Drilling**—one of the region's most experienced and trusted geothermal well drillers—and **Midwest Geothermal**, a nationally recognized GHEX contractor and driller – to deploy five (5) mud rotary vertical drills simultaneously.

Our team is collectively recognized as one of the most productive geothermal drilling companies in the country with our investment in the newest fleet of drill rigs, all of which include mud management systems to maintain a clean work site. In addition to our state-of-the-art drill rigs, we have excavation equipment, fusion equipment, and several flushing systems capable of commissioning most closed-loop geothermal systems.

Our teams are HDPE fusion certified from ¾" through 18" in diameter. We have (11) IGSHPA Accredited Installers altogether, more than twenty certified fusion technicians, and a fleet of dedicated service trucks to support the geothermal market.

Our federally recognized apprenticeship program via Midwest Geothermal is the first of its kind in the country. It focuses on both installation and safety training. Our field team completes OSHA-10 and our site supervisors complete OSHA-30 safety training courses.

I. IGSHPA Certifications

a. Nicholas Cabianca (Geothermal Inspector: 2016-present)

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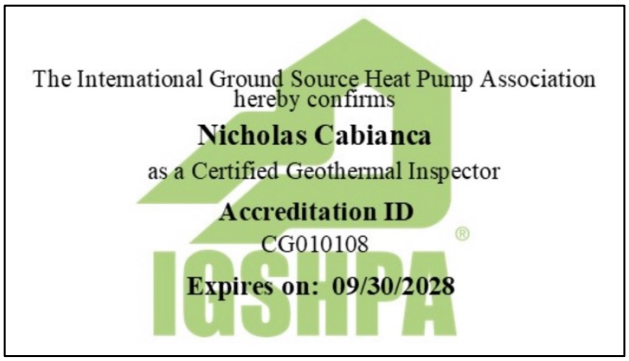
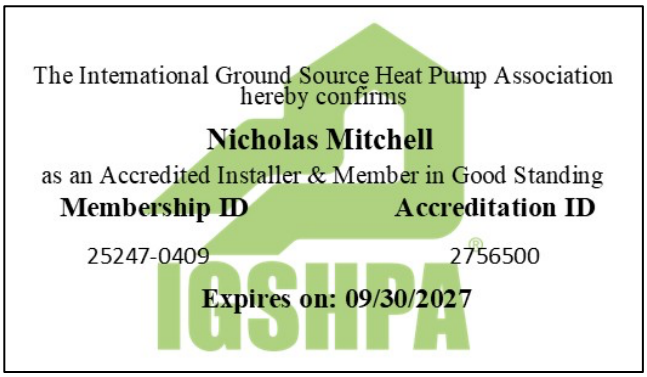


b. Nicholas Mitchell (Accredited Installer: April 2009-present)



c. Ryan Carda, PE (Accredited Installer, Trainer, Certified Geo Designer: 2006-present)

d. https://igshpa.org/directory/geonomic-developments-inc/

II. Project Experience

a. Microsoft Thermal Energy Center (Redmond, WA)
Contact: Benjamin Hamm (GLY Construction)
Project Designer/Engineer: Affiliated Engineers Inc./NBBJ
Date: 2021-2023
Number of Wells/Depth: 875 wells x 554' deep
Grout Used: TG Select + Power TEC + Type II Portland Cement (1.2 TC)

b. Michigan State Capitol (Lansing, MI)
Contact: Tim Bowlin, MSCC
Project Designer/Engineer: Loring Engineering Consultants
Date: 2022
Number of Wells/Depth: 222 wells x 500' deep
Grout Used: TG Select + Power TC (1.2 TC)

c. Lucas Museum of Narrative Art (Los Angeles, CA)
Contact: James Bererton (James.Bererton@stantec.com)
Project Designer/Engineer: Stantec

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Date: 2019
Number of Wells/Depth: 705 wells x 365’ deep
Grout Used: Geo Pro TG Select + Power TEC (graphite 1.0 TC)

d. Holly Hill (Hillsboro, OR)
Contact: Neal Doering (Neal@theheatingspecialist.com)
Project Designer/Engineer: PAE Engineering
Date: 06/2025
Number of Wells/Depth: 36 wells x 400’ deep)
Grout Used: Geo Pro TG Select + Power TEC (graphite 1.0 TC)

e. Homes For Good/NW Natural Pilot Project (Eugene, OR)
Contact: Esteban Montero Chacon (emonterochacon@homesforgood.org)
Project Designer/Engineer: Geonomic Developments
Date: 06/2024-09/2024
Number of Wells/Depth: 120 bores x 200’
Grout Used: Halliburton BoreGrout + silica sand (0.88 TC)

f. Sublette Woods (Jackson Hole, WY)
Contact: Matt Braun (matt@braundevco.com)
Project Designer/Engineer: Sound Geothermal
Date: 07/2024-09/2024
Number of Wells/Depth: 16 wells x 400’ deep (granite rock/cobbles)
Grout Used: Geo Pro TG Select + Power TEC (graphite 1.0 TC)

g. Lakewood VA Hospital (Lakewood, WA)
Contact: contracted under Geotility
Project Designer/Engineer:
Date: 2012
Number of Wells/Depth: 104 wells x 300’ deep
Grout Used: Geo Pro TG Select + silica sand (1.0 TC)

h. Omak Health Clinic (Omak, WA)
Contact: Contracted under Geotility
Project Designer/Engineer:
Date: 05/2025
Number of Wells/Depth: 70 wells x 250’ deep
Grout Used: Geo Pro TG Select + Power TEC (graphite 1.0 TC)

i. Fort Dalles Readiness Center (The Dalles, OR)
Contact: Paul Hallowell (phallowell@glumac.com)
Project Designer/Engineer: Glumac
Date: 2014
Number of Wells/Depth: 80 wells x 400’ deep
Grout Used: Geo Pro TG Select + silica sand (1.0 TC)

j. University of Notre Dame - Joyce Center
Contact: Contracted by R&R Excavation (Prime Contractor: Tonn and Blank Construction – Mike Daly)
Project Designer/Engineer: KFI
Date: 2023
Number of Wells/Depth: 1,008 wells x 307’ deep

OR# 205923. Information contained in this document is the sole property of Geonomic Developments. All rights reserved.

Grout Used: Geo Pro TG Select + Power TEC + Type II Portland Cement (1.6 TC)

k. CUB Lake Campus – Princeton University (Phase 1 and 2)
Contact: contracted under P. Agnes Building Contractors
Project Designer/Engineer: Salas O' Brien (Brian Urlaub - brian.urlaub@salasobrien.com)
Date: 2022
Number of Wells/Depth: 156 wells x 600' deep (Phase 1), 344 wells x 600' deep (Phase 2)
Grout Used: Geo Pro TG Select + Power TEC (graphite 1.2 TC)

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October 31, 2025

Skanska USA Building, Inc.
1010 NW Flanders St. Suite 500
Portland, OR 97209

Re: Geonomic Developments, Inc.
Contract Surety Bond Program

To Whom It May Concern:

At the present time, First Indemnity of America Insurance Company provides a 4 million dollar bonding capacity to Geonomic Developments, Inc.. As always, First Indemnity of America Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to Skanska USA Building, Inc. or its affiliates if for any reason we do not execute such bonds.

First Indemnity of America Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570, limit of $1,733,000.00), and is rated A- Category 6, by A.M. Best Company.

Very truly yours,

By: Joseph D'Onofrio
Joseph D'Onofrio, Attorney-in-Fact

AIA® Document A310™ – 2010

Bid Bond

Bond No. PSBD030027

CONTRACTOR:
GEONOMIC DEVELOPMENTS,INC.

1940 Sylvan Way
West Linn, OR 97068

SURETY:
PSIC (Palomar Specialty Insurance Company)
7979 Ivanhoe Avenue, Suite 500
La Jolla, CA 92037

OWNER:
Skanska USA Building, Inc.
1010 NW Flanders St. Suite 500
Portland, OR 97209

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5 percent of the bid not to exceed $187,000.00

PROJECT:
Geothermal Wells + header system 8713 NE 94th Ave, Vancouver, WA 98662

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of October 2025

(Witness) Lisa Paolo

GEONOMIC DEVELOPMENTS,INC.
(Principal) (Seal)

(Title)

(Witness) Michael Giarrantano

PSIC (Palomar Specialty Insurance Company)
(Surety) (Seal)

Michele Charette, Attorney-in-fact

OFFICIAL STAMP
LISA PAOLO
NOTARY PUBLIC - OREGON
COMMISSION NO. 1050734
MY COMMISSION EXPIRES AUGUST 20, 2028

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SURETY ACKNOWLEDGEMENT

State of New Jersey

ss:

County of Morris

On this 31st day of October, 2025, before me personally comes Michele Charette to me known; who, being by me duly sworn, deposes and says that he/she resides in Bartonsville,PA, that he/she is the Attorney-in-Fact of the PSIC (Palomar Specialty Insurance Company) the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said Corporation; that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of the said Corporation, and that he/she signed his/her name thereto by like order.

Kathleen Fochesto

(Signature & Title of Official Taking Acknowledgment)

Kathleen Fochesto
Commission #2394310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2030

PALOMAR SPECIALTY INSURANCE COMPANY

2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That Palomar Specialty Insurance Company, a Corporation of the State of Oregon does hereby appoint: **Patrick Lynch Sr., Patrick Lynch Jr. and Michele Charette**, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

IN WITNESS WHEREOF, Palomar Specialty Insurance Company of the State of Oregon has executed these presents this 23rd day of January, 2025.

David McDonald Armstrong, President

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss:

On this 23rd day of January, 2025, before me came the above named officer of Palomar Specialty Insurance Company of Oregon, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.

CERTIFICATE

Excerpts of Resolutions adopted by the Board of Directors of Palomar Specialty Insurance Company of the State of Oregon adopted January 9th, 2025.

RESOLVED, on January 9th, 2025, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors shall have the power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Angela Grant, Secretary of Palomar Specialty Insurance Company of Oregon, do hereby certify that the foregoing Resolutions were adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 23rd day of January 2025.

Angela Grant, Secretary

PALOMAR SPECIALTY INSURANCE COMPANY

2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2024

Assets:	
Bonds	$ 686,591,749
Preferred & Common Stocks	146,342,958
Cash and Short Term Investments	45,143,035
Other Invested Assets	5,863,570
Investment Income Due and Accrued	6,001,526
Premiums and considerations	235,439,168
Reinsurance recoverable and funds held	18,147,075
Deferred Tax Asset	26,245,058
Other Assets	94,813,492
Total Admitted Assets	$ 1,264,587,631
Liabilities and Surplus:	
Reserve for Losses	120,255,575
Reinsurance payable on paid losses and LAE	9,742,369
Loss adjustment expenses	35,043,620
Commissions payable	2,467,666
Other Expenses	11,662,146
Taxes Licenses and Fees	13,260,456
Unearned premium	465,454,641
Ceded Reinsurance Balances Payable	71,459,464
Funds held	3,808,559
Amounts withheld or retained by company	250,000
Provision for Reinsurance	1,760,562
Payable to parent, subsidiaries and affiliates	76,703,963
Payable for securities	1,000,000
Total Liabilities	$ 812,869,022
Capital & Surplus:	
Common Stock, Paid Up	5,000,000
Paid in and Contributed Surplus	232,552,688
Unassigned Surplus	214,165,921
Surplus as Regards to Policyholders	$ 451,718,609
Total Liabilities and Surplus	$ 1,264,587,631

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December 2024, according to the best information, knowledge, and belief.

X _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss:

Subscribed and sworn to, before me, a Notary Public of the State of California in the County of San Diego, this 12th day of May, 2025 by Angela Grant.

X _____

BELINDA MEDINA PERAZA
COMM. #2492645
Notary Public - California
San Diego County
My Comm. Expires June 20, 2028

EXHIBIT "J"
MACC-2 (Contract AMENDMENT #2)
Group IV Bid Tab & Bids– BP 23B & 26A
City of Vancouver – Public Works Operations Center

Group IV Bid Tab and Bids

N/A

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AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Contractor as Constructor *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

AGREEMENT made as of the day of in the year 6/13/2025.
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Vancouver, PO Box 1995, Vancouver WA 98668

and the Contractor:
(Name, legal status, address, and other information)

Skanska USA Building Inc
1010 NW Flanders, Ste 500
Portland OR 97209

for the following Project:
(Name, location, and detailed description)

Vancouver Public Works Operations Campus, 8713 NE 94th Avenue, Vancouver, WA 98662
This new facility will replace multiple facilities that are currently scattered throughout the City, consolidating multiple City departments and services onto one campus. The project site is a currently undeveloped 32-acre property.

The Architect:
(Name, legal status, address, and other information)

TCF Architecture, 902 N 2nd Street, Tacoma WA 98403

The Owner and Contractor agree as follows.

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EXHIBIT A GMP AMENDMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's preliminary program information is as set forth in the Request for Proposal. The Contractor shall work with the Owner and Architect to further develop and comply with the Owner's program requirements.

§ 1.1.2 N/A

§ 1.1.3 The Owner's preliminary budget for the GMP is as follows:

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates:

.2 Construction Milestone Dates:

§ 1.1.5 The Owner anticipates that, to meet the desired schedule identified above, the Project may utilize all, or any combination of multiple GMPs for early procurement and/or early construction phases, early grading and foundation permits, and phased construction.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

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TBD

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

TBD

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Jason Olson, PO Box 1995, Vancouver WA 98668-1995, 360-487-8654, jason.olson@cityofvancouver.us

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Contractor's submittals to the Owner are as follows:
(List name, address and other contact information.)

Parametrix, Eric Nielssen, 717 Pacific Avenue, Tacoma WA 98402,

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

TFC Architecture, Mark Hurley, 124 N I St, Tacoma WA 98403, mark@tcfarchitecture.com

§ 1.1.12 The Contractor identifies the following representative (the "Contractor's Designated Representative") in accordance with Article 3:
(List name, address, and other contact information.)

Skanska, Brian Urban. 206-940-0320, Brian.urban@skanska.com

§ 1.1.13 The Owner's requirements for the Contractor's Preconstruction Work Plan:
(List any Owner-specific requirements to be included in the staffing plan.)

See Specification Section 00 50 07 (SCOPE OF WORK FOR PRECONSTRUCTION SERVICES).

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

All subcontracts shall be procured in conformance with the requirements of Washington State law, including but not limited to RCW 39.10.380, this Agreement, and the agreed upon Subcontracting Plan. The Owner and Contractor will discuss whether to select certain Subcontractors under the requirements of RCW 39.10.385.

§ 1.1.15 Other Initial Information on which this Agreement is based:

TBD

§ 1.2 The Owner and Contractor may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Contractor shall appropriately adjust the Project schedule, the Contractor's services, and the Contractor's compensation. The Owner shall adjust the Owner's budget for the GMP and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 GENERAL PROVISIONS

§ 2.0 Definitions

§ 2.0.0 These Definitions are often shorthand references to more formal definitions elsewhere in the Contract

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Documents. When a defined term is described elsewhere in the Contract Documents, the more descriptive definition shall control over any general description in this Section 2.0.

§ 2.0.1 The **Agreement** is this revised A133-2019 Agreement between Owner and Contractor. All references to the Agreement or the A133 in the Contract Documents are to this revised document.

§ 2.0.2 An **Allowance** is a stated amount included in the GMP for a stated part of the Work that is not fully defined and/or quantified at the time the GMP is established. When that part of the Work is adequately defined and/or quantified, the GMP will be adjusted to account for the difference between the Allowance and the actual or estimated Cost of the Work for that item in an amount that is mutually agreeable to the Owner and Contractor. Following the adjustment, that part of the Work will no longer be an Allowance item.

§ 2.0.3 An **Application for Payment** is described in Section 9.3 of the revised General Conditions and Section 11.1 of this Agreement. An Application for Payment is generally a document the Contractor submits to the Owner and the Architect itemizing amounts due for and operations completed at the Project site in accordance with the Contract.

§ 2.0.4 The **Architect**, listed above, is the entity with which the Owner has contracted in a separate Owner-Architect agreement; the Architect is described in Section 4.3 of this Agreement and defined in Section 4.1 of the revised General Conditions.

§ 2.0.5 A **Change Order** is defined in Section 7.2 of the revised General Conditions and is generally a written instrument prepared by the Architect and signed by the Owner, the Contractor and the Architect that modifies the Contract and states their agreement upon a Change in the Work, the amount of the adjustment, if any, in the GMP; and the extent of the adjustment, if any, in the Contract Time.

§ 2.0.6 A **Claim** is defined in Section 15.1.1 of the revised General Conditions and generally consists of a demand or assertion by one of the parties seeking, as a matter of right, adjustments or interpretations of Contract terms, payment of money, extension of time or other relief. The term "Claim" includes disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract Documents.

§ 2.0.7 A **Construction Change Directive** is defined in Section 7.3 of the revised General Conditions as a written order prepared by the Architect and signed by the Owner and Architect, with or without the agreement of the Contractor, directing the Contractor to perform a change in the Work, or perform Work the Contractor contends to be a change in the Work, prior to agreement of the basis for adjustment, if any, to the Contract.

§ 2.0.8 The **Contractor** is the entity identified above as the party to this Agreement responsible for performing the Preconstruction Services and, upon successful negotiation and execution of the GMP Amendment, responsible for construction of the Work through its own services as well as through Subcontractors. The Contractor under this Contract shall provide the services of General Contractor/Construction Manager as defined in RCW 39.10.210(8).

§ 2.0.9 The **Contractor's Risk Contingency** is described in Section 3.2.4 of this Agreement.

§ 2.0.10 The **Construction Phase** is defined in Section 3.3 of this Agreement and any Special Conditions, and generally consists of the period of the Contract during which the Contractor performs construction of the Work after the earlier of execution of the GMP Amendment or the Owner's issuance of a Notice to Proceed.

§ 2.0.11 The **Construction Schedule** is the schedule defined in Section 3.10 of the revised General Conditions and prepared, revised and utilized by the Contractor for its performance under the Contract.

§ 2.0.12 The **Contract Documents** are defined in Section 1.1.1 of the revised General Conditions and Section 2.1 of this Agreement.

§ 2.0.13 The **Contract** is defined in Section 1.1.2 of the revised General Conditions and is the entire and integrated agreement between the Owner and the Contractor.

§ 2.0.14 The **Contract Sum** is defined in Section 6.1 of this Agreement and Section 9.1 of the revised General Conditions that the Owner agrees to pay the Contractor for its performance of the Work under the Contract. The Contract Sum consists of the sum of the Cost of the Work (including Negotiated Support Services and Specified

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General Conditions) as well as the Contractor's Fee, and it shall not exceed the GMP. Neither the Preconstruction Services Cost nor Washington State sales tax is included in the Contract Sum.

§ 2.0.15 The **Contract Time** is the time defined in Section 8.1.1 of the revised General Conditions and specified in the GMP Amendment to achieve Substantial Completion of the Work.

§ 2.0.16 The **Cost of the Work** is defined in Article 7 of this Agreement.

§ 2.0.17 Days are defined as working days, unless otherwise specified.

§ 20.18 Drawings are defined in Section 1.1.5 of the revised General Conditions and generally are the graphic and pictorial portions of the Contract Documents showing the design and location of the Work, and generally include plans, elevations, sections, details, dimensions, schedules and diagrams.

§ 2.0.19 The Contractor's **Fee** is the amount specified in the GMP Amendment based on the percentage contained in Section 6.1.2 of this Agreement that the Contractor is to receive under this Contract in addition to the Cost of the Work for its performance of the Work. The Fee compensates the Contractor for all aspects of its performance other than the Cost of the Work, and it includes the Contractor's profit and all overhead expenses not otherwise reimbursable under this Agreement or through the Specified General Conditions, including but not limited to all bonds and insurance required by Article 11 of the revised General Conditions, home office overhead, and all taxes except sales tax on the Contract Sum, and as otherwise described in this Agreement. The Fee is applied to all reimbursable Costs of the Work as defined in Sections 7.1 through 7.7, the Negotiated Support Services, and the Specified General Conditions. The fee is not applied to the Contractor's Contingency and is only earned on and applied to the Contractor's Contingency as such costs are incurred. The Fee is not applied to any other costs except as described above.

§ 2.0.20 Final Acceptance is defined in Section 9.10.2.1 of the revised General Conditions and is the date on which the City Council has formally accepted the Project.

§ 2.0.21 Final Completion is defined in Section 9.10.1 of the revised General Conditions and generally occurs when the Owner finds that the Work has been completed, the required occupancy permit has been issued, the commissioning process and any validation process have been successfully concluded, incidental corrective or punchlist Work and final cleaning have been completed, the Contractor has submitted or delivered all specified items, the Contractor has submitted a final Application for Payment, and the Owner has approved a final Application for Payment.

§ 2.0.22 The **General Conditions** are the revised 2017 Edition of AIA Document A201, General Conditions of the Contract for Construction, which is incorporated herein by reference. All references to the A201 General Conditions or the "revised General Conditions" in the Contract Documents are to the revised document.

§ 2.0.23 The **Guaranteed Maximum Price** ("**GMP**") is defined in Section 3.2 of this Agreement, described in Section 6.2 of this Agreement, and established in the GMP Amendment. The GMP consists of the sum that the Owner and the Contractor establish in the GMP Amendment as the fixed limit for all Costs of the Work reimbursable under Article 7 of this Agreement, which includes the MACC, the Negotiated Support Services, the Specified General Conditions, the Contractor's Risk Contingency, and the Contractor's Fee. The GMP does not include the Preconstruction Services Cost or sales tax on progress payments. State and local sales tax on the Contract Sum will be paid by the Owner with progress payments. The Owner is not obligated to pay the Contractor more than the GMP for the performance of the Work. The GMP is the equivalent to the "Total Contract Cost" as that term is used in RCW 39.10.210(20).

§ 2.0.24 The **GMP Amendment** is described in Section 3.2.6 of this Agreement and generally is an amendment to this Agreement in the form attached as Exhibit A to this Agreement setting forth the GMP for all or for an identified portion of the Work, the information and assumptions upon which it is based, the Contract Time, and other information upon which the parties agree.

§ 2.0.25 The **Maximum Allowable Construction Cost** ("**MACC**") generally consists of the sum to which the Owner and the Contractor agree in writing as an estimate of the maximum Cost of the Work reimbursable under Article 7 of this Agreement, including the percentage for the Contractor's Risk Contingency, Negotiated Support Services, and approved Change Orders. The MACC does not include the Specified General Conditions, the Contractor's Fee, Preconstruction Services, or sales tax. A final MACC will be established as part of the GMP negotiation in accordance with this Agreement.

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§ 2.0.26 Negotiated Support Services are defined in Section 7.7.3 of this Agreement and are generally items the Contractor normally would manage or perform on the Work for a municipality, including but not limited to, surveying, laser scanning, hoisting, safety enforcement, cleanup and trash removal, street cleaning, dust control, maintenance of traffic on public street and roads, temporary heat, temporary hookups, temporary toilets, temporary signs, fences, enclosures, barriers and barricades, temporary meter installation for water, utilities, natural gas, sewer and storm sewer, advertisement and negotiation of subcontract bid packages, and sustainability benchmarking documentation (such as LEED). Approved Negotiated Support Services are reimbursable, consistent with the Contract Documents, to the extent they are Costs of the Work within the GMP. The Contractor's management of Negotiated Support Services is included within the Specified General Conditions amount. If the Owner requires the Contractor to provide the Builder's Risk insurance, such premiums will be paid as a Negotiated Support Service.

§ 2.0.27 The **Notice to Proceed** is a written notice the Owner submits to the Contractor that generally permits construction or a designated portion thereof to commence upon the Contractor's compliance with conditions expressed in the notice. An executed GMP Amendment shall act as a Notice to Proceed with the Work covered by the GMP Amendment, unless stated otherwise therein.

§ 2.0.28 The **Owner** is the entity listed on the first page of this Agreement or its Designated Representative.

§ 2.0.29 The **Owner-Architect Agreement** is the separate agreement between the Owner and the Architect relating to the design of the Project.

§ 2.0.30 The **Owner's Designated Representative** is the party (or parties) that the Owner has authorized in writing to act on behalf of the Owner with respect to certain of Owner's rights and responsibilities under the Contract.

§ 2.0.31 The **Preconstruction Phase** is defined in Section 3.1 of this Agreement and generally consists of the initial portion of the Contractor's services and performance under the Contract prior to execution of the GMP Amendment or issuance of the Notice to Proceed.

§ 2.0.32 The **Preconstruction Services** generally consist of those services provided by the Contractor under Section 3.1 of this Agreement and any exhibit describing the Preconstruction Services.

§ 2.0.33 The **Preconstruction Services Cost** is defined in Section 5.1 of this Agreement and is the compensation payable by the Owner to the Contractor for Preconstruction Services.

§ 2.0.34 The **Project** is defined on the cover page above and in Section 1.1.4 of the revised General Conditions.

§ 2.0.36 The **Project Team** consists of the Contractor, the Owner, the Architect and all consultants and Subcontractors of any tier employed or retained by each of them.

§ 2.0.37 Specifications are defined in Section 1.1.6 of the revised General Conditions and generally consist of the portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance or related services.

§ 2.0.38 Specified General Conditions are further defined in Article 7 of this Agreement and further clarified in the Cost Responsibility Matrix and generally mean certain selected general conditions Work and services specified in the Contract Documents to be provided by the Contractor for the fixed Specified General Conditions price as a part of the Cost of the Work. The Specified General Conditions are to be performed by the Contractor with its own forces in most instances. The Specified General Conditions include any Preconstruction Services that occur after the GMP is established through execution of the GMP Amendment. The Specified General Conditions include but are not limited to the Contractor's construction administration, management services and supervision of the Project, all costs associated with the subcontractor bidding process (except costs of document reproduction), such as developing solicitations, site tours, responding to questions from bidders, providing a bid opening facility (unless the Owner elects to provide such facilities), bidding in accordance with the requirements of RCW 39.10, the Contract Documents, subcontract award, and all aspects of safety implementation and administration. Any cost that is not specifically identified as a reimbursable Cost of the Work shall be covered by the amount bid for Specified General Conditions.

§ 2.0.39 The **Subcontracting Plan** is defined in Section 3.1.10 of this Agreement and is prepared by the Contractor for

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the Owner's approval prior to conclusion of the Design Development phase. It identifies all proposed subcontract bid packages, any contemplated alternative subcontractor selection process permitted by RCW 39.10, any bid packages for which the Contractor expects to compete, all subcontractor scopes of work, the timing of solicitation of subcontractor bids for the packages to meet the Construction Schedule, major coordination issues with other packages, and means to enhance the opportunity for small, disadvantaged and local businesses to participate in performing the Work.

§ 2.0.40 A **Subcontractor** is defined in Section 5.1 of the revised General Conditions and is generally a person or entity that has a direct contract with the Contractor. A **Subcontractor of any tier** is a Subcontractor or a lower tier subcontractor that performs a portion of the Work of the Project at the site or supplies materials or equipment. A **Bidder-Design Subcontractor** is a Subcontractor that will not only construct discrete portions of the Work but also will design such portion as specified in the GMP Amendment.

§ 2.0.41 Substantial Completion is defined in Section 9.8.1 of the revised General Conditions. The date of Substantial Completion will be established in the GMP Amendment.

§ 2.0.42 The **Work** is defined in Section 1.1.3 of the revised General Conditions and generally means the construction and services performed in the Construction Phase as required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations.

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Contractor's GMP proposal, the Contract Documents will also include the documents described in Section 3.2.3 of this Agreement and identified in the GMP Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8 of this Agreement. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner to furnish professional, competent and efficient construction administration, management services, and supervision, with sufficient quantities of fully qualified, competent and experienced personnel; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious, workmanlike and economical manner in compliance with the Contract Documents and consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents. The parties shall endeavor to promote harmony, mutual respect, and cooperation among the Owner, Architect, Contractor, authorities having jurisdiction, and other persons or entities employed by them for the Project to the fullest extent possible in order to further the interests of the Owner in the Project and to effect prompt and successful completion of the Project within the requirements of the Contract Documents, the Contract Time and the GMP.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, as revised, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, as revised, which document is incorporated herein by reference.

§ 2.3.3 The Contractor shall perform the Preconstruction Services, shall be responsible for coordinating the activities of construction during the Construction Phase if the GMP Amendment is signed, shall be fully responsible for discharging all of the Contractor's obligations under the Contract Documents, and, during the Preconstruction and Construction

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Phases, shall advise and work with the Project Team to make recommendations for alternate or substitute products and technologies, construction techniques, methods and practices based on maintainability and durability as well as cost savings, time saving and/or other related efficiencies. The Owner will be responsible for coordinating the activities of the Project Team during the Preconstruction Phase.

ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES

The Contractor's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2 of this Agreement, and in the applicable provisions of A201-2017 referenced in Section 2.3.1 of this Agreement. The Contractor's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Contractor may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Contractor's Designated Representative identified in Section 1.1.12 of this Agreement shall be authorized to act on behalf of the Contractor with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Contractor shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Contractor. The Contractor, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The Contractor is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. The Contractor shall carefully review upon receipt all Drawings and Specifications submitted to it at each level of design. The Contractor shall promptly report to the Owner and the Architect any error, inconsistency or omission that the Contractor may discover in them and shall recommend changes and alternatives. The Contractor's review shall be made in the Contractor's capacity as a contractor and not as a licensed design professional, except to the extent the Contractor or a Subcontractor has bidder-design responsibilities.

§ 3.1.2 The Contractor shall participate as part of the Project team to provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, and coordinate estimating reconciliation, each in terms of the other. The Contractor shall perform the Preconstruction Services described in this Agreement and applicable provisions of chapter 39.10 RCW as well as the Preconstruction Services described in the Preconstruction Services Scope of Work.

§ 3.1.3 Consultation

§ 3.1.3.1 The Contractor shall jointly schedule and conduct meetings with the Architect and Owner at a minimum on a weekly basis during the schematic design phase, design development phase, and the Construction Document phase to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Contractor shall actively and cooperatively advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Contractor shall also actively and cooperatively provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; phasing and site work planning; sequencing and scheduling for procurement, installation and construction; traffic planning; occupied campus strategies; factors related to construction quality, local market trends, bidding strategies, maintainability and durability; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, value engineering and constructability review, and possible cost reductions. The Contractor shall consult with the Owner and Architect regarding professional services to be provided by the Contractor during the Construction Phase.

§ 3.1.3.3 The Contractor shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project.

§ 3.1.3.4 The Contractor shall review the Schematic Design Documents, Design Development Documents and Construction Documents, Specifications, and other Contract Documents as they are developed and completed. These documents will include those prepared by any bidder-design Subcontractors and may be developed at different rates for different components of the Project. The Contractor shall also review all other documents provided by the Owner, including but not limited to the associated environmental documents, all record drawings of existing facilities and all documents provided or made available as a part of the GC/CM selection process. The Contractor shall promptly report

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in writing to the Owner and the Architect any errors, inconsistencies, incomplete information or other questions or deficiencies that the Contractor has discovered and that need to be resolved for the successful completion of the Work, paying particular attention to coordination issues. Design review activities are to be a cooperative and collaborative effort with the Architect, the Owner, and their consultants. The Contractor shall recommend changes and alternatives to the Architect and Owner, without, however, assuming any of the Architect's design responsibilities, except to the extent the Contractor or a Subcontractor performs bidder-design Work.

§ 3.1.3.5 Constructability. The Contractor shall work with the Owner and Architect to prepare a constructability plan for the Project to reduce cost, save time, improve quality, reduce risk and improve the overall process of Project delivery. Key objectives of the constructability program will include creation and maintenance of a well-planned, safe, effective, cooperative and mutually beneficial work environment for all participants. A primary objective of these efforts will be to assist the Owner to ensure that the final GMP does not exceed the Owner's budget and that the Project is completed on time. The Contractor shall perform actions designed to minimize adverse effects of labor or material shortages or delays; time requirements for procurement, installation and construction completion; and factors related to construction cost. As part of this effort, the Contractor shall participate in and provide written comments as a part of formal constructability reviews following completion of the Design Development Documents and when the Construction Documents are 90% complete and shall confirm prior to solicitation of the first subcontract bid package that a constructability analysis has been performed.

§ 3.1.3.6 Value Engineering. The Contractor will participate in value engineering the design documents at 30% Schematic Design and at 50% of the Design Development phase and on a continuing basis with the Architect in subsequent phases up to 90% Construction Documents. At the completion of each of its reviews, the Contractor will provide the Owner and Architect with a formal record of its findings and recommendations. The Architect and the Contractor will brief the Owner and any value engineers and answer their questions to determine the advisability of changes in the design documents. Value engineering will include selecting building systems, with final selection of systems to occur prior to the start of the Construction Documents Phase.

§ 3.1.3.7 Site Investigation. The Contractor shall suggest to the Owner and shall perform as agreed with the Owner and as a non-labor cost under Section 5.1, site investigation to assist in development of the design and construction planning.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, and by no later than 50% of the Design Development phase, the Contractor shall prepare and periodically update a Project schedule for the Owner's and Architect's review and the Owner's acceptance. Regardless of any review, acceptance, or approval of the Contractor's schedule, the Owner shall not be responsible for any aspects of the Project schedule. The Contractor shall obtain the Owner's and Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Contractor's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner. The Contractor will be responsible for the Project schedule, including a plan for phased construction defined in the Contract Documents.

§ 3.1.5 Phased Construction

The Contractor, in consultation with the Owner and Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Contractor shall take into consideration occupancy needs, site logistics, utilities, safety, cost reductions, cost information, constructability, provisions for temporary facilities, permitting timelines, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Contractor shall prepare, for the Owner's and Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Contractor suggests alternative materials and systems, the Contractor shall provide cost evaluations of those alternative materials and systems. The Owner will provide an independent estimate prepared by the Architect; the

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Contractor shall participate in a cost reconciliation process in accordance with the Preconstruction Services identified in Specification Section 00-50-07, Attachment A1.

§ 3.1.6.2 The Contractor shall collaborate with the Architect and the Owner on cost estimates throughout the Preconstruction Phase, and will prepare detailed cost estimates following completion of the Schematic Design Phase, completion of the Design Development Phase at 60% Construction Documents and when Construction Documents are 90% complete (the "GMP estimate"). The Contractor shall also reconcile its estimate with the Architect's and/or the Owner's independent cost estimator at each phase for the Contractor's, Architect's, and Owner's acceptance. Cost escalation to the time of Subcontractor bidding shall not exceed five percent (5%) per year of these estimates without approval of the Owner. Timely and complete estimates are critical to the success of the Project; therefore, failure of the Contractor to submit timely cost estimates shall be grounds for the termination of the Contractor for cause. As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Contractor shall prepare and update, at appropriate intervals agreed to by the Owner, Contractor and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Contractor agree on a GMP for the Work. Such estimates shall be provided for the Architect's and Owner's review and the Owner's approval. The Contractor shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action, including participation in preparing a list of proposed cost savings equal to or greater than the overage. The Contractor shall also collaborate with the Architect and Owner on cost estimates prior to issuing each subcontract bid package, and will, at a minimum, prepare detailed cost estimates for each such package.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Contractor's cost estimates and the Architect's cost estimates, the Contractor and the Architect shall work together with the Owner to reconcile the cost estimates, consistent with the Scope of Work for Preconstruction Services, and to align the estimates with the Owner's prioritization of scope elements.

§ 3.1.7 The Contractor shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities. The Contractor shall suggest to the Owner and shall perform, as agreed with the Owner under Section 3.1.3.2, site investigation to assist in development of the design and construction planning.

§ 3.1.8 The Contractor shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval. Refer to the Request for Proposals, Request for Final Proposals and the personnel identified by the Contractor in response thereto.

§ 3.1.9 The Owner's anticipated Sustainable Objective for the Project:

TBD

§ 3.1.10 Subcontractors and Suppliers

§ 3.1.10.1 The Contractor shall develop bidders' interest in the Project. The Contractor shall prepare and submit a construction management and subcontracting plan ("Subcontracting Plan") to the Owner and the Architect for approval prior to conclusion of the Design Development Phase. Prior to negotiation of the GMP, the Owner and the Contractor shall negotiate the following terms and shall include the Subcontracting Plan as an exhibit to the GMP Amendment. The Subcontracting Plan shall describe the process for allocating scopes of Work among the bid packages and shall, for and within each Component, identify:

- **.1** All subcontract bid packages, specifying those upon which the Contractor or its affiliates intend to bid;
- **.2** The scopes of Work, timing of solicitation of bids for the packages to meet the Construction Schedule;
- **.3** Major coordination issues with other packages;
- **.4** Contractor's plan to prepare bid packages to reduce barriers for and increase participation by business entities certified with the Office of Minority and Women's Business Enterprises, including small businesses, and business entities certified with the Department of Veterans Affairs.
- **.5** The scope and cost estimates for each subcontract bid package.
- **.6** Any intention of the Contractor to select a Subcontractor in accordance with the alternative procedure specified in RCW 39.10.385.

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§ 3.1.10.2 The Contractor shall use its best efforts to develop the interest of Subcontractor bidders in the Project. The Contractor shall consider prebid determinations of Subcontractor eligibility to the extent permitted by statute and shall furnish to the Owner and Architect for their information as a part of the submittal of its Subcontracting Plan a list of possible eligible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner will promptly reply in writing to the Contractor if the Architect or Owner knows of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it or the lack of any objection waive the right of the Owner or Architect later to object to or reject any proposed Subcontractor or supplier.

§ 3.1.10.3 If the value of an individual anticipated subcontract exceeds $3 million, the Owner may consider use of the alternative subcontractor selection process provided by RCW 39.10.385. Subject to Owner's approval, the Contractor shall conduct all alternative subcontractor selection in strict accordance with the requirements of RCW 39.10.385.

§ 3.1.11 Long–Lead Time Procurement

§ 3.1.11.1 The Contractor shall prepare, for the Architect's and Owner's review and the Owner's acceptance, and update at least monthly, a procurement schedule for items and/or associated services that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the bidding, ordering and delivery of materials that must be bid or ordered well in advance of construction. The Owner may also procure any items prior to the establishment of the GMP on terms and conditions acceptable to the Contractor. Upon the establishment of the GMP, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

§ 3.1.11.2 The Contractor shall identify and estimate the value of any items that require off-site storage, together with proposed locations for storage during the course of the Work acceptable to Owner. These locations shall be selected to provide a maximum of protection and minimum of cost and delay associated with delivery to the site and shall conform with the requirements of Section 11.1.3.5 of this Agreement.

§ 3.1.12 Extent of Responsibility

§ 3.1.12.1 The Contractor shall exercise reasonable care in preparing schedules and estimates. The Contractor, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The Contractor is not required to ascertain that the Drawings and Specifications prepared by the Architect are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.1.12.2 The Contractor shall carefully review upon receipt all Drawings, Specifications and Reports submitted to it at each level of design. The Contractor shall promptly report to the Owner and the Architect any error, inconsistency or omission that the Contractor may discover in them and shall recommend changes and alternatives. The Contractor's review shall be made in the Contractor's capacity as a contractor and not as a licensed design professional, except to the extent the Contractor or a Subcontractor has bidder-design responsibilities.

§ 3.1.13 Compliance with Laws

The Contractor shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, apprenticeship programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Contractor, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See Specification Section 00 50 07 (SCOPE OF WORK FOR PRECONSTRUCTION SERVICES).

§ 3.2 GMP Proposal and Contract Time

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§ 3.2.0 Early Bid Package Amendments. The Owner and the Contractor may agree to one or more initial GMP amendments to provide for early Project Work prior to completion of 90% Drawings and Specifications and prior to agreement on the final GMP Amendment as provided in Section 3.2.6 of this Agreement ("Early Bid Package Amendments"). All Early Bid Package Amendments shall conform with the requirements of this Agreement, except that such Early Bid Package Amendments may be agreed upon and executed at any point in the Project design phase.

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Contractor, and when the Construction Drawings and Specifications are at least 90% complete, the Owner will submit a "GMP set" of Construction Documents to the Contractor, and within twenty-one (21) days of receipt of the `GMP set, unless a longer period of time is approved by the Owner due to special conditions or circumstances, and in consultation with the Architect and Owner, the Contractor shall prepare a GMP proposal for the Owner's review, negotiation, and acceptance. The Contractor shall promptly notify the Owner if it does not consider the Drawings and Specifications to be at least 90% complete and shall not propose a GMP until the Drawings and Specifications are at least 90% complete. A list of items needed to obtain 90% completion shall be prepared by the Contractor and agreed to by the Owner and the Architect prior to additional information being added to the Construction Documents.

§ 3.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom by allowing for such further development in its cost estimates. The Contractor will also make allowance for market conditions at the time of bidding and possible estimating inaccuracies within the GMP. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order. A Change in the Work will not be warranted if the Work in question was reasonably inferable from or contemplated by, or a prudent contractor should have realized that the Work was necessary and appropriate under, the Contract Documents referenced in the GMP Amendment.

§ 3.2.3 The Contractor shall include with the GMP proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Contractor in the preparation of the GMP proposal, divided into the proposed subcontract bid packages and including assumptions under Section 3.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, the MACC, Specified General Conditions, Negotiated Support Services, and other Article 7 Costs of the Work; the Contractor's Risk Contingency; and the Contractor's Fee (any Allowances must be limited and preapproved by the Owner);

.4 The anticipated date of Substantial Completion – by phase as applicable – upon which the proposed GMP is based; and

.5 A date by which the Owner must conclude negotiations and accept the GMP, subject to the Owner's internal review processes and approval sequence required to gain approval by the City Council.

§ 3.2.4. In preparing the Contractor's GMP proposal, the Contractor shall include its Risk Contingency, at least two percent (2%) and not to exceed five percent (5%) of the MACC, as agreed upon by the Owner and the Contractor, for the Contractor's exclusive use to cover costs arising under Section 3.2.4 and other costs that are properly reimbursable as a Cost of the Work but not qualified for inclusion in a Change Order. The Contractor may use the Contractor's Risk Contingency to pay for Project issues that are within its control, such as design issues that a reasonable Contractor should have resolved during the Preconstruction Services Phase, items in Drawings but not in the Specifications, items on one Drawing but not another, items specified but not drawn, non-specified items within Specifications, buy-out errors or shortfalls, scope gaps, ambiguities in the Construction Documents, damaged work not covered by insurance (including, to the extent permitted by the Contract Documents, a deductible), unanticipated general conditions expenses, interdisciplinary design coordination, Subcontractor performance, and expediting costs for critical materials. The Contractor's Risk Contingency may also be used for issues beyond the Contractor's control such as lost time, increases in bid contracts, and Subcontractor performance or failure. The Contractor must give the Owner notice and supporting cost backup when applying to use the Contractor's Risk Contingency. Except in the case of a mutual agreement between the Contractor and Owner, which shall be documented in writing, the Contractor shall not use the Contingency to pay

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for costs related to enhancements or additions to the Scope of Work desired by the Owner, unforeseen or differing site conditions or design errors or omissions beyond the reasonable inferences described in Section 3.2.2 of the Agreement, as such costs shall be subject to a Change Order. The Contractor shall use the Contractor's Risk Contingency only with the Owner's prior written consent, which shall not unreasonably be withheld. Each use of the Contractor's Risk Contingency shall be shown as a separate line item in the Schedule of Values submitted with Applications for Payment. Any balance remaining in the Risk Contingency shall be returned to the Owner in a deductive Change Order before Final Payment.

§ 3.2.4.1 The MACC shall consist of all Subcontractor scope of Work by bid package consistent with the Subcontracting Plan, including Work the Contractor will self-perform through the Subcontracting bidding process, and other Article 7 Costs of the Work except the Specified General Conditions. The MACC used in negotiating the GMP shall be the summation of the actual amounts of any Subcontract bid packages awarded and estimated amounts for Subcontract bid packages not yet bid. Upon completion of the buyout of Subcontract bid packages, the Contractor shall ascertain whether any scope changes beyond those specified in Section 3.2.2 have occurred in the Subcontract bidding documents as a result of completion of the Construction Documents to the 100% level. In the event that these scope changes are required for the Project and approved by both the Contractor and the Owner, any balance in the MACC may be accessed. Any amounts remaining in the MACC when all the Subcontract bid packages have been awarded shall be added to the Contractor's Risk Contingency. It is the intent of the parties that when the GMP is set, the Contractor will have participated in and be fully aware of the existing conditions and proposed design for the Project. It is further intended that the GMP will include all elements necessary to complete the Project in accordance with the Contract Documents, and that Change Orders adjusting the GMP will therefore not be necessary except in limited circumstances as set forth below. Accordingly, the GMP shall be adjusted principally for the following events:

.1 **Scope Changes.** Owner revisions on scope items previously approved by the Owner and incorporated in the pricing of the GMP. Examples: The Owner approved use of MC cable in lieu of conduit for branch wiring runs and later decides to change back to conduit; or bid alternates not included in the GMP.

.2 **Concealed or Unknown Conditions** as described in Section 3.7.4 of the revised General Conditions. For example, during the Construction Phase, substantially differing site conditions are encountered that could not have been reasonably anticipated or discovered by the Contractor during the Preconstruction Phase. This category includes unknown and unforeseeable hazmat conditions and soil conditions.

.3 **Regulatory Agency Changes.** Costs incurred as a result of changes in regulatory requirements but only where such requirements change after execution of the GMP Amendment. (This shall not include costs incurred as a result of inspections or other actions necessitated by pre-existing requirements of the Project permits).

.4 **Significant Design Errors or Omissions.** Significant errors or omissions in the Drawings or Specifications that could not reasonably have been anticipated or discovered by the Contractor before the GMP was established. However, design errors and omissions do not include, for example: (1) failure to coordinate between trades; (2) requirements of the Specifications that are not specifically shown in Drawings; (3) requirements of the Drawings that are not specifically described in the Specifications; or (4) design changes made at the request of the Contractor in order to facilitate the constructability of the Project. The failure of the Architect to specify every detail in the Construction Documents does not eliminate the requirement for the Contractor to provide at least a standard commercially available detail of institutional quality to serve the basic functions of the design.

.5 **Changes required by governmental inspectors to meet requirements beyond those contained in regulations.** Changes required by an inspector of a governmental authority having jurisdiction beyond those contained in regulations or previously communicated.

.6 **Allowance adjustments.**

§ 3.2.4.2 Examples of events for which the GMP shall not be adjusted include but are not limited to:

.1 **Subcontractor Gaps.** Gaps in scope coverage between Subcontractors, including self-performed Work.

.2 **Scope Gaps.** An item indicated in the Drawings or Specifications that was not picked up in the GMP.

.3 **Ambiguities.** Ambiguities in the Construction Documents that the Contractor knew of or that a reasonable contractor would have identified and raised with the Owner prior to establishing the GMP.

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.4 **Interdisciplinary Coordination.** Coordination inconsistencies and errors between design disciplines that the Contractor knew of, caused or contributed to, or reasonably should have known of.
.5 **Subcontractor Failure.** A Subcontractor fails to perform or goes bankrupt.
.6 **Escalation of materials, equipment or labor prices.**
.7 **The Contractor's estimating errors**.
.8 **Expediting costs for critical materials.**
.9 **Coordination Claims.** Costs related to Subcontractor Claims or charges that result from mistakes or omissions in Subcontractor buyout, or coordination issues between Subcontractors, or interference between Subcontractor and the Contractor or among Subcontractors.
.10 Delays which were not directly caused by an act or neglect of the Owner, the Architect, the Owner's Consultants, the Owner's separate Contractors, or anyone acting on behalf of any of them.
.11 Work required to comply with applicable code.

§ 3.2.5 The Contractor shall meet with the Owner and Architect to review the GMP proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Contractor that the Owner has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from the Contractor. Following acceptance of a GMP, the Owner and Contractor shall execute the GMP Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The GMP Amendment shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

§ 3.2.7 The Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize the Architect to provide revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Amendment. Revisions to the Drawings and Specifications will be included in the 100% Submittal and promptly furnished to the Contractor. The Contractor shall notify the Owner and Architect promptly and in writing of any inconsistencies between the GMP Amendment and the revised Drawings and Specifications and shall comply with the contractual procedure in providing notice and asserting and pursuing any Claim that may arise therefrom. If the Contractor does not provide this notification within thirty (30) days of its receipt of the revised Drawings and Specifications, the revisions shall be considered accepted with no change in the GMP or Contract Time.

§ 3.2.9 The Contractor shall include in the GMP all consumer, use and similar taxes (but not sales taxes on the Contract Sum) for the Work provided by the Contractor that are legally enacted, whether or not yet effective, at the time the GMP Amendment is executed. The only taxes excluded from the GMP and separately reimbursable by the Owner are State and local sales taxes on the Contract Sum.

§ 3.2.10 If, upon establishing the GMP, the GMP varies more than 15% from the budget specified in the RFP due to changes in the scope requested and approved by the Owner, the Fee shall be renegotiated when the GMP is negotiated.

§ 3.3 Construction Phase
§ 3.3.1 General
§ 3.3.1.1 For purposes of Section 8.1.2 of the revised General Conditions, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the GMP Amendment or, prior to acceptance of the GMP proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Contractor, and any insurance and bond requirements for Work performed prior to execution of the GMP Amendment.

§ 3.3.1.3 Although it will not cause the Construction Phase to commence, the Owner may at any time approve the Contractor's (a) award of a subcontract, (b) undertaking construction Work with its own forces, or (c) issuance of a purchase order for materials or equipment and/or associated services required for the Work. Any Work so approved and undertaken shall comply with and be subject to this Agreement and the revised General Conditions.

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§ 3.3.2 Administration

§ 3.3.2.1 The Contractor shall schedule and conduct weekly progress meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Owner shall prepare and promptly distribute minutes to the Architect and Contractor.

§ 3.3.2.2 Upon the execution of the GMP Amendment, the Contractor shall prepare and submit to the Owner and Architect the Construction Schedule for the Work and submittal schedule in accordance with Section 3.10 of the revised General Conditions and other Contract Documents. The Contractor shall provide regular monitoring and shall update monthly (or sooner in the event of a substantial change) the Construction Schedule as Work progresses. The Construction Schedule shall conform with the requirements of Section 3.10 of the revised General Conditions.

§ 3.3.2.3 The Contractor shall record the progress of the Project. The Contractor shall submit as part of its monthly Application for Payment required by Section 11.1.3.1 of this Agreement, written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The reports shall:

.1 Include information concerning both the entire Project and each subcontract bid package.
.2 Identify variances between scheduled and probable completion dates, and recommend action required to meet scheduled completion dates.
.3 Review the Construction Schedule for portions of the Project not started or incomplete and recommend to the Owner alternate procedures or adjustments to meet the scheduled completion dates.
.4 Provide summary reports for each Construction Schedule update.
.5 Document all significant changes in the Construction Schedule, whether the Owner approves of the change, and the reasons for them.
.6 Record in writing and by photographs the progress of the Project.
.7 Identify significant problems in scheduling together with recommended corrective action.
.8 Maintain and report a QA/QC log.
.9 Document any outstanding RFIs, CCDs, PRs, ASIs and CORs, and risks associated with delayed responses.
.10 List outstanding submittals and risks associated with delayed responses.
.11 Document any outstanding Change Orders and any risks associated with delayed responses.
.12 The status of permits that the Contractor is required to obtain or assist in obtaining.

The Contractor shall also keep, and make available to the Owner and Architect with its monthly Application for Payment or more often as requested by the Owner, superintendent's Daily Report that shall include a record for each day of weather, Subcontractors working at the site, deliveries, Work accomplished, portions of the Work in progress, number and employer(s) of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. The information provided on the Daily Report does not constitute notice of a potential or actual Claim to the Owner.

§ 3.3.2.4 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.1.6.2 and Section 3.3.2.3 above. The Contractor shall include a Project status report in a format acceptable to the Owner, listing (i) all pending and/or approved Change Orders and Construction Change Directives (including amounts), (ii) an analysis of the Specified General Conditions and Negotiated Support Services budget with an explanation of substantial variances from previous budgets, (iii) projected cash flow of construction costs, (iv) an allocation by subcontract bid package and schedule-of-values line item, (v) expenditures to date, (vi) estimates to complete, (vii) forecast at completion, (viii) variances with budget and commitment, and (ix) the items for which the Owner has authorized the Contractor to use the Contractor's Risk Contingency, the cost of those approved items, and the balance of funds remaining in the Contractor's Risk Contingency account.

§ 3.3.2.5 The Contractor shall review and inspect the Work of the Subcontractors on a regular basis (at least as often as described in the Contract Documents) for defects and deficiencies in their Work and for conformance with the Drawings, Specifications and other Contract Documents, and shall stop the Work of Subcontractors if necessary. The Contractor shall provide notification at regularly scheduled progress meetings of any material defects or deficiencies and recommend remedial action. The Contractor shall take the lead role in negotiating and resolving any disputes with

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Subcontractors and obtain the Owner's concurrence or approval of all settlements that may affect the GMP or the Contractor's Risk Contingency before executing change orders with Subcontractors.

§ 3.3.2.6 As part of the Specified General Conditions, the Contractor shall maintain, in good order and on a current basis, a record copy of all subcontracts, purchase orders, Drawings marked to record all changes made during construction, Specifications, addenda, Change Orders, and other Modifications, shop drawings, product data, samples, submittals, inspection reports, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents, and revisions which arise out of subcontracts or Work. These records shall be available to the Owner, and, at completion of the Project, delivered to the Owner.

§ 3.3.2.7 As part of the Specified General Conditions, the Contractor shall provide an adequate number of competent, qualified, and experienced staff consistent with or in excess of that specified in its response to the RFP, and which are on site daily to ensure adequate supervision of Work and ensure adequate decision-making. The staff shall include necessary and appropriate project managers, superintendents, field engineers, engineers, quality control specialists, scheduling engineers, cost engineers, clerical, accounting, data processing personnel, and others so that, among other things:

.1 The Work is performed and coordinated in a timely manner in compliance with the Contract Documents;

.2 Change Order Requests and responses to Construction Change Directives are submitted to the Owner within fourteen (14) days after the Contractor's receipt of the Construction Change Directives;

.3 Responses to correspondence from the Owner, Subcontractors, and Governmental Agencies are provided within seven (7) days after receipt of such correspondence; and

.4 Final Completion is achieved within the timeline identified in Article 9.10 of the revised General Conditions.

§ 3.3.2.8 Changes to personnel in key positions (Contractor's Designated Representative, project executive, project manager, superintendents, preconstruction managers, cost estimators, field engineers, and, if applicable, the project manager and superintendent of the MCCM and ECCM) must be done with a 14-day notice to the Owner and Owner's approval, which may be withheld with reasonable cause. Individuals with an equal or greater level of experience and competencies will be proposed by the Contractor to the Owner and the Architect for evaluation. Approval must be obtained by the Contractor from the Owner prior to any individual being allowed onto the Project Team. A three-month probationary period shall be afforded the Owner to evaluate each new individual. During this period, the Owner has the right to request that a new individual be introduced, and the process started again.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the GMP Amendment, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments of undisputed amounts to the Contractor as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payments when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor and Architect.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Contractor and Architect. The Owner and the Architect, in consultation with the Contractor, shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Contractor shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Contractor shall review all documents and data provided, and provide comments, concerns or requests for additional or clarification of information within 21 days of receipt.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, designated wetlands, adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees, and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Contractor shall review all documents and data provided, and provide comments, concerns or requests for additional or clarification of information within 21 days of receipt.

§ 4.1.4.3 The Owner, when such services are requested and required of and approved by the Owner, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. For existing sites, building record reports provided by the Owner shall suffice.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 4.2 Legal Requirements.
The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner is not required to furnish legal, insurance and accounting services for the benefit of the Contractor.

§ 4.3 Architect
The Owner shall retain an Architect to provide services on the Project. The Owner shall provide the Contractor with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
§ 5.1 Compensation
§ 5.1.1 For the Contractor's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Contractor as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Compensation for the Preconstruction Services (the "Preconstruction Services Cost") shall not exceed $897,758 and shall be paid on an hourly basis at the rates and for the individuals specified in Exhibit 1 to this Agreement. In addition, the Contractor shall receive compensation during the Preconstruction Phase for costs incurred to perform the Preconstruction Services, including equipment at the hourly rates specified in the attachment. Other additional costs that will be reimbursed when preapproved in writing may include but are not limited to costs of testing, intrusive, or non-intrusive investigation, selective demolition and restoration, copying, blueprints and courier costs. The Contractor shall not be entitled to compensation for negotiation of the GMP Amendment. The Preconstruction Services rates include personnel and consultant costs and all benefits, materials, equipment, taxes, profit and overhead. Costs that would cause the not-to-exceed amount to be exceeded shall be paid by the Contractor without reimbursement by the Owner. The

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Contractor's Fee identified in Section 6.1.2 of this Agreement does not apply to Preconstruction Services, and any savings from any not-to-exceed amount for Preconstruction Services will revert to the Owner.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Contractor and the Contractor's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Preconstruction Work Plan as required by Specification Section 00 05 08

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services shall be limited to the following costs:

.1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits performing the work.
.2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance, medical aid, and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
.3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).
.4 **S**afety costs not to exceed two percent (2%) of the sum of amounts in .1, .2 and .3 above.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within the agreed upon and approved schedule, through no fault of the Contractor, the Contractor's compensation for Preconstruction Phase services shall be equitably adjusted as determined by the Owner.

§ 5.2 Payments
§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Invoices for services shall contain detailed time and material accounting of the costs incurred and shall have supporting backup attached.

§ 5.2.2 Payments are due and payable within 30 days of an approved, fully itemized and fully executed Application for Payment that complies with all contractual requirements, including the specific requirements of Section 11.1.3 of this Agreement. Amounts unpaid thirty (30) days after submission of such contractually compliant Application for Payment shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Contractor.
(Insert rate of monthly or annual interest agreed upon.)

One Percent (1%) per month

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 6.1 Contract Sum
§ 6.1.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract after execution of the GMP Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 6.1.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

The Contractor's Fee for the Work during the Construction Phase shall be the fixed, lump sum amount that will be calculated as (1) the percentage specified in the Fee Proposal Form (four and twenty-three hundredth percent (4.23%)) times (2) the MACC negotiated as part of the GMP plus the Negotiated Support Services plus the Specified General Conditions. The Fee shall be applied to any use of the Contractor's Contingency but only as such Contingency is used by the Contractor.

§ 6.1.3 The method of adjustment of the Contractor's Fee for changes in the Work:

In the event a Change Order is issued for a Change in the Work, the percent change in the Contractor's Fee will be the percentage specified above in Section 6.1.2. The Contractor shall also be entitled to proven increased premiums associated with the changed Work for contractually-required insurance and bonds above the amounts already included

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within the Contractor's fixed Specified General Conditions. Upon request, Contractor shall provide the Owner with supporting documentation from its insurer and surety of any associated cost incurred. The Contractor is not entitled to any increased premium on any retainage bond as such bonds are optional. If the Contractor performs Work as a Subcontractor (i.e. on a package on which the Contractor was the low Subcontractor-bidder). The Contractor shall be paid the Subcontractor's Fee as provided in Section 7.5.6 of the General Conditions on changed Work but shall not have the Contractor's Fee stated in 6.1.2 applied to such changed Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

The Fee for changed Work for which the Owner is responsible and which is directly performed by a Subcontractor of any tier, including overhead and profit, is specified in Section 7.5 of the revised General Conditions. If a lower-tier Subcontractor performs changed Work, the Fee of upper-tier Subcontractors is also specified in Section 7.5 of the revised General Conditions. If a Subcontractor is selected under RCW 39.10.385 on a cost reimbursable plus fee basis, then the fee percentage bid by that subcontractor shall also be applied to changed Work performed by that Subcontractor.

§ 6.1.5 Rental rates for Contractor-owned equipment shall not exceed the rates identified in Section 7.5.2 herein.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages shall be established in the GMP Amendment(s).

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

There are no shared savings provisions; all savings shall revert to the Owner.

§ 6.1.8 The Specified General Conditions are in the fixed amount of Two million seven hundred forty-four thousand one hundred ninety-eight 80/100Dollars ($2,331,834.00) based on the level of staffing and project duration known at the time of fee proposal submission. The final Specified General Conditions sum shall be negotiated based on the level of staffing and duration of service required for Contractor's management staff. The unit rates are quoted in the Fee Proposal and Preconstruction Cost Proposal Form.

§ 6.1.9 The not to exceed, lump sum for Negotiated Support Services will be negotiated at the time of establishing the MACC.

§ 6.2 Guaranteed Maximum Price

The Contractor guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is amended from time to time. To the extent the Cost of the Work, Negotiated Support Services, Specified General Conditions, the Contractor's Risk Contingency, plus the Contractor's Fee exceeds the GMP, the Contractor shall bear such costs in excess of the GMP without reimbursement or additional compensation from the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue, via the Architect, such changes in writing. The Contractor may be entitled to an equitable adjustment in the GMP and/or Contract Time consistent with the requirements of the Contract Documents as a result of changes in the Work.

§ 6.3.1.1 The Owner or Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction which would not result in changes to the GMP or the Contract Time.

§ 6.3.2 Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in Article 7 of the revised General Conditions.

§ 6.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of the revised General Conditions and the term

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"costs" as used in Section 7.3.7 of the revised General Conditions shall have the meanings assigned to them in Section 7.5 of the revised General Conditions and shall not be modified by Sections 6.1 and 6.2, Sections 7.1 through 7.6, and Section 7.9 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts and the Contract Documents.

§ 6.3.4 In calculating adjustments to the GMP, resulting from changes in the Work, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 6.1.2 of this Agreement.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean the actual, net costs reasonably and necessarily incurred by the Contractor in the proper performance of the Work, without overhead, profit, fee or markup. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel are included in the Specified General Conditions and not separately reimbursable.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site are included in the Specified General Conditions and so are not separately reimbursable.

§ 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, are included in the Specified General Conditions and not separately reimbursable.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law for taxes, insurance, contributions, assessments and benefits and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. This does not include insurance required by the Contract Documents, which costs are included within the Contractor's Fee. Costs paid or incurred by the Contractor for vacations, bonuses, travel, stock options, deferred compensation, or discretionary payments to employees are not directly reimbursable. As part of the GMP Amendment, the parties shall agree to a wage burden rate for all workers, which will be fully burdened, including all the wage-based costs, and fixed for the duration of the Contract time. Burden rates, including any agreed burden rates, are subject to the Owner's audit to confirm that the burden has been correctly calculated and applied in accordance with the Contract Documents.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. The Contractor shall maintain a procedure for the review, processing and payment of applications by the Subcontractors for progress and final payments, all in accordance with the terms and conditions of the Contract Documents. The Contractor shall verify the completeness of all applications for payment and assemble and check all supporting documentation required by the Contract Documents or by the subcontracts with respect to each Application for Payment, including all lien waivers and releases.

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§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction, except costs of on-site storage and handling of materials, which are included under Specified General Conditions and are not separately reimbursable.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold or returned by the Contractor. Any amounts realized from such sales or returns shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.4.3 Notwithstanding the above, costs of material and equipment directly procured by the Contractor (and not bid through a subcontract package) and incorporated in the completed construction will generally be included in Negotiated Support Services.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges, not to exceed the local fair market rental costs, actually paid to non-related third parties for items including, but not limited to, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are not provided by the Contractor at the site and the costs of transportation, installation, minor repairs, dismantling and removal. Rentals from the Contractor or any entity in which the Contractor or one or more of its Owner has a direct or indirect ownership interest shall be separately calculated and rental costs shall be determined in accordance with the methodology provided by Section 7.5.3 of the General Conditions.

§ 7.5.3 Costs of street cleaning, removal of rubbish and debris from the site of the Work and its proper and legal disposal will be included in Negotiated Support Services, except where such costs are normally included in a trade subcontract, in which case such costs will be considered a Cost of the Work.

§ 7.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office are included in Specified General Conditions and are not separately reimbursable, except for the costs of document reproduction for subcontractor bidding which are a reimbursable Cost of the Work.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.5.6 Notwithstanding the above, costs of other material and equipment, temporary facilities and related items procured by the Contractor will generally be included in Negotiated Support Services, but some may be designated for inclusion in the Specified General Conditions. Reference the Cost Responsibility Matrix Exhibit for clarification of such items. All furniture, technology, communication (including cell phones), personal transportation (including pickup trucks) and clerical equipment therein, temporary controls (except cleaning and erosion controls), project identification and temporary signage, and delivery by the Contractor, on-site storage, sheds and handling are Specified General Conditions.

§ 7.6 Miscellaneous Costs

§ 7.6.1 The actual, net costs of premiums for that portion of insurance, exclusive of builder's risk insurance, and bonds required by the Contract Documents that can be directly attributed to this Contract are included in the Specified General Conditions and are not separately reimbursable. Builder's risk insurance shall be included as a part of the Negotiated Support Services, unless the Owner elects to procure the builder's risk insurance directly.

§ 7.6.2 Use or similar taxes, B&O and income taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable are included in the Fee and are not separately reimbursable. Sales tax on the Contract Sum is paid with and based upon each Application for Payment.

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§ 7.6.3 Fees and assessments for Project-specific permits, licenses and inspections of governmental authorities having jurisdiction for which the Contractor (but not Subcontractors) is required by the Contract Documents to pay shall be included as part of the Negotiated Support Service.

§ 7.6.4 Fees of laboratories for tests required of the Contractor by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of the revised General Conditions or by other provisions of the Contract Documents.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the GMP. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of the revised General Conditions or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 7.6.6 Costs for electronic equipment and software, including computers, are included in Specified General Conditions and are not separately reimbursable.

§ 7.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.8 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work are included in Specified General Conditions and are not separately reimbursable.

§ 7.6.9 The cost of preapproved warehousing of stored materials or equipment subsequently incorporated into the Work are covered by the Specified General Conditions and are not separately reimbursable.

§ 7.6.10 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work may be allowed as a reimbursable cost of the Work with the Owner's prior written approval. This does not include commuting or travel related costs from the Contractor's home office or from any personnel's home, as these costs are covered by the Specified General Conditions and are not separately reimbursable.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior written approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, as revised.

§ 7.7.3 Negotiated Support Services

Negotiated Support Services by the Contractor may be accomplished and will be reimbursed as Costs of the Work within the GMP, consistent with Cost Responsibility Matrix Exhibit, only as follows:

.1 Negotiated Support Services described and included in the GMP.

.2 Units of Negotiated Support Services may be accomplished by the Contractor during the Construction Phase, subject to prior written Owner approval, if the Cost of the unit of the Work is less than $35,000.

.3 Subcontractor bidding requirements are not applicable to Negotiated Support Services.

Overhead and profit shall not be contained within the Negotiated Support Services as the Fee is applied to the Negotiated Support Services.

§ 7.7.4 Specified General Conditions

The fixed, lump sum contained in the Contractor's response to the RFP for certain identified general conditions Work and services, consistent with the Cost Responsibility Matrix Exhibit, to be provided by the Contractor as Specified

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General Conditions. The Specified General Conditions Work is to be performed by the Contractor with its own forces in most instances and also includes any Preconstruction Services and activities that occur after the GMP is established through execution of the GMP Amendment. Overhead and profit shall not be contained within the fixed, lump sum Specified General Conditions amount as the Fee is applied to the Specified General Conditions.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below, as all such items are covered by the Contractor's Fee or are at the Contractor's risk:

.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2.1, or as may be provided in Article 11;

.2 Expenses of the Contractor's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

.5 Costs due to the negligence or failure of the Contractor, Subcontractors of any tier and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the GMP to be exceeded;

.8 Costs for services incurred during the Preconstruction Phase except as specifically allowed herein;

.9 Direct payments by the Owner (if any) for the building permit and related permits, reserve capacity fees, and plan-check fees, including SEPA, design review, and land use fees are not a part of the Cost of the Work or the GMP;

.10 Overtime wages, unless preapproved by the Owner;

.11 Main or home office accounting, data processing, software, hardware or computer-related costs not included in the Specified General Conditions;

.12 Penalties and fines imposed by a governmental entity;

.13 Safety costs not included in the Negotiated Support Services or Specified General Conditions;

.14 Liquidated damages;

.15 Except as included within the Specified General Conditions or as allowed under Section 7.1 through 7.7, reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office;

.16 Legal, consultant, or claims-related expenses;

.17 Warehousing in the Contractor's facility;

.18 Bonuses, profit sharing, incentive compensation and other discretionary payments; and

.19 Business licenses.

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ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained. If the Contractor is offered discounts and/or rebates based upon prompt payment, the Contractor shall offer the Owner the opportunity to take advantage of such discount and/or rebate, and if the Owner makes such a prompt payment then the Owner shall only be charged the price as reduced by the discount and/or rebate. If the Owner declines the opportunity, the Contractor may keep any such discounts and/or rebates it achieves through its own prompt payment. If the Contractor does not provide the Owner the opportunity to participate, then the Contractor may only charge the net costs after consideration of discounts and rebates. The Contractor shall notify the Owner in a timely manner of the availability of such cash discounts, rebates, or refunds.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Contractor shall comply with the applicable requirements of RCW 39.10 and the approved Subcontracting Plan, and the provisions of RCW 39.10 shall take precedence over any inconsistent provisions of the Contract Documents except to the extent that the Contract Documents are explicit in matters such as how the Fee is applied. Except as specified below, the Contractor shall assemble the bidding materials, manage the bidding process, and shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. Unless all bids are rejected, subcontract bid packages shall be awarded to the "responsible" and responsive bidder submitting the low responsive bid. Determination of "responsibility" shall comply with the requirements of RCW 39.10, RCW 39.04.350, and other applicable Washington law.

.1 Other than Work under the Specified General Conditions and Negotiated Support Services, all Work on the Project shall be competitively bid as required by RCW 39.10. The Contractor may, subject to RCW 39.10 and the Subcontracting Plan, organize and solicit bids for the subcontract work in manners allowed by RCW 39.10, but the Contractor may not use alternates without approval of the Owner.

.2 The Contractor shall bid out the subcontract bid packages in accordance with its approved Subcontracting Plan. The Contractor shall document and report monthly to the Owner on its procurement process. The Owner's written approval is required for changes to the Subcontracting Plan.

.3 Before initially soliciting bids for the first subcontract bid package, the Contractor shall submit, and the Owner shall reasonably approve, final bid package estimates for all subcontract bid packages in the approved Subcontracting Plan. The sum of all the final bid package estimates in the Subcontracting Plan shall not exceed the MACC.

.4 When in the best interests of the Project and when critical to the successful completion of a subcontract bid package and the Owner consents, the Owner and Contractor may make a prebid determination of Subcontractor eligibility in accordance with RCW 39.10. In addition, if the anticipated subcontract value will exceed $3 million and the Owner consents, the Contractor may select a Subcontractor in accordance with the alternative procedure specified in RCW 39.10.385 and following the approval requirements of RCW 39.10.

.5 As part of its Subcontracting Plan, the Contractor shall promptly notify the Owner of Work (other than Negotiated Support Services and Specified General Conditions) that it will seek to self-perform. The Contractor, including its subsidiaries and affiliates, may bid on a subcontract bid package if the Work within the subcontract bid package is customarily performed by the Contractor, if the Contractor has, in the Owner's reasonable opinion, aggressively sought competition, if the bid opening is managed by the Owner, if notification of the Contractor's intention to bid is included in the public solicitation of bids for the bid package, and if the Contractor otherwise complies with RCW 39.10. In no event may the total value of subcontract work performed by the Contractor exceed thirty percent

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(30%) of the MACC negotiated as part of the GMP Amendment. The Contractor must provide staff to superintend and manage Work it performs in subcontract bid packages with individuals separate and distinct from the staff involved in the overall management of this Contract. The Contractor shall coordinate subcontract bid package Work it performs with the Work of Subcontractors.

.6 The Contractor shall require a bid bond from Subcontractors bidding Work expected to cost more than $300,000, and all Subcontractors awarded a subcontract in excess of $300,000 shall provide a performance and payment bond for the subcontract amount. The costs of such Subcontractor bonds must be included within the Subcontractor's bid price.

.7 The Contractor's solicitations of subcontract bid packages shall be made in accordance with the following procedures:

.1 A representative from the Owner will be present at each bid opening to observe the procedure.

.2 The Contractor shall advertise solicitations for bids at least fourteen (14) days in advance of the bid opening date in the Columbian and Portland Daily Journal of Commerce. In addition, Contractor shall post a notice on the OMWBE website of the bid opportunity.

.3 Bidders may obtain the bid results by telephone from the Contractor.

.4 Responsiveness requirements and bidding procedures will be described in each solicitation and shall be reviewed with the Owner prior to advertising a bid package solicitation.

.8 The services performed by the Contractor in soliciting subcontract bid packages are covered under the Preconstruction Services Fee for packages bid prior to the GMP Amendment, and shall be covered by the Specified General Conditions for all packages bid subsequent to execution of the GMP Amendment.

.9 The Contractor shall ensure compliance with RCW 39.10 and 39.04.350 and with all the above requirements for Subcontractor solicitation, and subcontracts shall conform to the requirements of RCW 39.10 and 39.04.350.

.10 The Contractor shall promptly contract with the selected bidder, and in no case longer than forty-five (45) days unless otherwise approved by Owner, and shall promptly deliver a copy of each subcontract to the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee, except for any contracts awarded under RCW 39.10.385 which shall include a maximum allowable subcontract cost. If a Subcontract is awarded under RCW 39.10.385, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor, and these Subcontractors shall be audited prior to final payment in accordance with Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Contractor and any cost-reimbursable Subcontractors shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. This requirement also applies to any Subcontractor of any tier that submits a Claim. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, including electronically, the Contractor's and Subcontractors' original records and accounts, including complete documentation supporting accounting entries, books, ledgers, computerized records, daily reports, emails, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract, the Project, or any Claim. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. The Contractor and its Subcontractors shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted in compliance with the Contract Documents to the Owner by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Contractor's submission of this Application constitutes a certification that the Work is current on the Construction Schedule, unless otherwise noted on the Application. The Application shall be in a form acceptable to the Owner.

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§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 11.1.3 Applications for Payment

§ 11.1.3.1 Draft Application. By the twenty-first (21st) day of each month, the Contractor shall submit to Architect and Owner a report on the current progress of the Work, projected to the end of the month, as compared to the Contractor's Construction Schedule, an updated Construction Schedule, and a draft, itemized Application for Payment for Work projected to the end of the month and prepared on AIA G 702 & G 703 forms or similar, approved by the Owner. This shall not constitute a payment request. The Contractor, the Architect and the Owner shall meet within the next five (5) days and confer regarding the current progress of the Work, projections, and the amount of payment to which the Contractor is entitled. The Architect or the Owner may request the Contractor to provide data substantiating the Contractor's right to payment as the Owner or the Architect may require, such as copies of requisitions from Subcontractors of any tier, lien releases, and certified payroll records, and reflecting retainage as provided elsewhere in the Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

§ 11.1.3.2 Payment Request. Within ten (10) days after the Contractor, the Owner, and the Architect have met and conferred regarding the updated draft application for payment, and the Contractor has furnished all progress information required and all data requested by the Owner or Architect under Section 11.1.3.1 above, the Contractor has submitted current meeting minutes, daily reports, as-built drawings and commissioning logs (if requested) and an updated (bar chart) Construction Schedule, the Contractor may submit a payment request in the agreed-upon amount, in the form of an itemized Application for Payment, for Work properly performed during the prior calendar month on City specified forms or similar, form supplied or approved by the Owner, along with a lien release on a form approved by the Owner from each Subcontractor for whose Work the Owner paid the Contractor for the prior month. The Application shall also state that prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors of any tier from the Owner's payment the prior month have been made. Any payment request shall not be valid unless it complies with the requirements of the Contract Documents and the Contractor submits all documentation required by the Contract Documents. The submission of the Application for Payment constitutes a certification that the Work is current on the Construction Manager's Construction Schedule, unless otherwise noted on the Application for Payment.

§ 11.1.3.3 Payment. See Section 9.6.1 of the revised General Conditions.

§ 11.1.3.4 Disputed Amounts. If the Contractor believes it is entitled to payment for Work performed during the calendar month under review, in addition to the agreed-upon amount, the Contractor may, also within seven (7) days after the meeting in Section 11.1.3.1, submit along with the approved Application for Payment a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, for the submittal to be considered, pursuant to WAC 296-127-320, the Contractor and all Subcontractors shall file with the Owner by the same date certified copies of all payroll records relating to the additional amount sought.

§ 11.1.3.5 Stored Materials. If authorized by the Owner, an Application for Payment may include a request for payment for material delivered to the Project site and suitably stored and for completed preparatory Work. An Application for Payment may include a request for payment for material stored off the Project site if authorized in writing by the Owner and provided that the Contractor complies with or furnishes satisfactory evidence of the following:

.1 The material will be placed in a bonded warehouse that is structurally sound, dry, lighted, secure and suitable for the materials to be stored; temperature conditioned as needed determined by items being stored per manufacturer's recommendations.

.2 The warehouse is approved in writing by the Owner. The Owner generally will not approve locations beyond a 25-mile radius of the Project absent special circumstances.

.3 Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project, clearly labeled and tied to a detailed itemized inventory list).

.4 The Contractor furnishes the Owner a certificate of insurance extending the Contractor's insurance coverage for damage, fire and theft to cover the full value of all materials stored, or in transit.

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.5 The warehouse (or secure portion thereof) is continuously under lock and key, and only the Contractor's authorized personnel shall have access.

.6 The Owner shall at all times have the right of access to stored materials in the possession of the Contractor.

.7 The Contractor assumes total responsibility for the stored materials.

.8 The Contractor furnishes to the Owner proofs of title bearing the Owner's name, satisfactory evidence that the Contractor has paid for the materials in question, certified lists of materials stored, bills of lading, invoices, photographs and other information as may be required, and shall also furnish notice to the Owner when materials are moved from storage to the Project site.

§ 11.1.4 With each Application for Payment, the Contractor shall submit the reports required in Section 3.3 and its current detailed computerized substantiation (such as a detailed job cost report) and lien releases; the Contractor shall also submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence if requested by the Owner or Architect. The Contractor may be required to account on a monthly basis as part of its Application for Payment for the Cost of the Work for certain portions of the Project that the Owner defines prior to setting the GMP – such Costs of the Work will include allocation of Specified General Conditions as well as building system and other shared costs. Upon request, the Contractor shall demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee, plus (3) payrolls for the period covered by the present Application for Payment.

§ 11.1.4.1 As a part of its Application for Payment, the Contractor shall promptly, following the date of execution of the GMP Amendment, prepare a comprehensive list of equipment that it anticipates to use on the Project, whether owned or rented. The Contractor shall maintain and submit to the Owner monthly a detailed equipment inventory of all equipment it has purchased and charged as a Cost of the Work or job-owned through aggregate rentals and shall prepare an equipment rental report that identifies the equipment rented for the month and identifies the source of the rented equipment. The inventory shall include (1) the original acquisition cost and date, (2) the Owner-approved fair market value of the equipment when first used on the Project, and (3) the final disposition.

§ 11.1.5 At least thirty (30) days before the first Application for Payment, the Contractor shall submit to the Owner and Architect a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. These schedules, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Each Application for Payment shall be based on the most recent Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire GMP among the various portions of the Work, except that the Contractor's Fee, Negotiated Support Services, Specified General Conditions, and Contingency shall be shown as single separate items. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the Schedule of Values.

§ 11.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the Schedule of Values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of the revised General Conditions, subject to approval limits and process defined by Owner's Change Order policy;

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.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Contractor's Fee. The Contractor's Fee shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation;

.6 Subtract amounts, if any, for which the Architect or Owner has withheld or nullified a Certificate for Payment or the Owner has withheld payment as provided in Section 9.5 of the revised General Conditions;

.7 Subtract the statutory retainage of five percent (5%) of the completed Cost of the Work (items .1 - .6 above) as a fund for the protection and payment of the claims of any person or entity arising out of the Work and the State with respect to taxes, pursuant to RCW 60.28, if a retainage bond is not presented.

.8 Subtract the amount, if any, for Work that remains uncorrected and for which the Owner or Architect has previously withheld a Certificate for Payment as provided in Article 9 of the revised General Conditions; and

.9 Subtract the amount for Work performed or defects discovered since the last payment application, any amount for which the Owner or Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the revised General Conditions.

§ 11.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 11.1.9 In taking action on the Contractor's Applications for Payment, the Architect and Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect or Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 11.1.4 or other supporting data; that the Architect or Owner has made exhaustive or continuous on-site inspections; or that the Architect or Owner has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner. Payment by the Owner shall not constitute final approval of the Work done or the amount due.

§ 11.1.10 The Contractor shall obtain Affidavits of Wages Paid from each Subcontractor of any tier following the Subcontractor's completion of its Work on the Project.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum including incentive or reduction for Apprenticeship program, if applicable except for statutory retainage, shall be made by the Owner to the Contractor within 30 days of the Owner's Final Completion of all the Work under the Contract, which shall occur when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of the revised General Conditions, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work (including final accountings from any cost reimbursable Subcontractors) and a final Application for Payment;

.3 Final Completion has been achieved;

.4 a final Certificate for Payment has been issued by the Architect; and

.5 the requirements for Final Acceptance in the revised General Conditions are met.

.6 Affidavit of Wages Paid forms have been approved for the Contractor and each Subcontractor of any tier.

The Owner's final payment to the Contractor shall be made in accordance with the Contract Documents.

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§ 11.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting (including the final accounting of any mechanical and/or electrical subcontracts under RCW 39.10.385) within 60 days after delivery of the final accounting to the Architect and Owner by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 11.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the revised General Conditions. The time periods stated in this Section supersede those stated in Section 9.4.1 of the revised General Conditions. Neither the Architect nor the Owner is responsible for verifying the accuracy of the Contractor's final accounting. The Owner's final accounting shall not preclude or in any way limit the Owner from exercising its rights of audit under other provisions of this Contract.

§ 11.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to invoke the dispute resolution procedure of Article 15 of the revised General Conditions. Commencement of the dispute resolution procedure for the disputed amount shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to commence the dispute resolution procedure within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the undisputed amount in the final Application for Payment.

§ 11.2.4 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Section 7.1.1 and not excluded by Section 7.9 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Disputes

All Claims shall be brought and resolved in accordance with Article 15 of the revised General Conditions.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the GMP Amendment

§ 13.1.1 If the Owner and the Contractor do not reach an agreement on the GMP, which agreement can only be established through execution of the GMP Amendment by both parties, the Owner may terminate this Agreement upon not less than seven days' written notice to the Contractor, and the Contractor may terminate this Agreement, upon not less than seven days' written notice to the Owner. Notwithstanding anything herein to the contrary, the Owner shall maintain the right to terminate for cause or convenience as described in Article 14 of AIA Document A201, as revised.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Contractor shall be compensated for Preconstruction Phase services and Work reasonably and necessarily performed prior to receipt of a notice of termination, not to exceed the approved Preconstruction Services costs, in accordance with the terms of this Agreement. In no event shall the Contractor's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the GMP Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Contractor for the Owner's convenience and without cause, or for cause, and the Contractor may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017, as revised.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Contractor shall be equitably compensated for Preconstruction Phase services and Work reasonable and necessarily performed prior to receipt of a notice of termination. In no event shall the Contractor's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the GMP Amendment, the Owner shall pay to the Contractor an amount calculated as follows, which amount shall be in addition to any compensation paid to the Contractor under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

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.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services; and

.4 Adjust for statutory retainage in accordance with RCW 60.28.

§ 13.1.6 The Owner shall also pay the Contractor fair compensation, to the extent permitted in Sections 7.1 through 7.8 and not excluded by Section 7.9 of this Agreement, either by purchase or rental at the election of the Owner, for any equipment purchased solely for the Project and now owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Contractor for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated and unless the Owner has already paid the Contractor for such related costs. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Contractor will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Contractor the costs necessarily incurred by the Contractor because of such termination but only if the Owner authorized the execution of the Subcontract or if the Owner and Contractor executed a GMP Amendment covering that Subcontractor's portion of the Work.

§ 13.2 Termination or Suspension Following Execution of the GMP Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, as revised. This Section 13.2 applies after the Owner and Contractor have executed the final GMP Amendment, not initial Early Bid Package Amendments (commonly referred to as mini-MACCs). Any termination prior to the execution of the final GMP Amendment shall be addressed through Section 13.1.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A201–2017, as revised.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience the Owner shall pay the Contract a fee in accordance with Article 14 of AIA Document A201–2017, as revised

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as revised; in such case, the GMP and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, as revised, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017, as revised, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, as revised, neither party to the Contract shall

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assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.3 Insurance and Bonds
§ 14.2.1 The Contractor shall maintain the insurance and provide bonds as set forth in the Contract Documents, including Article 11 of the revised General Conditions.

§ 14.3 Project Information.
§ 14.3.1 The Contractor and all Subcontractors shall submit Project information required by the state Capital Projects Advisory Review Board.

§ 14.4 Permits, Fees and Notices
§ 14.4.1 The Owner will obtain and pay directly for any permits and governmental fees listed as the Owner's responsibility in the Specifications. Except for Subcontractor permits and fees, the Contractor shall obtain all additional permits and licenses necessary for the execution of the Work and pay all permit, utility, miscellaneous, and ancillary fees required. The costs of such permits and licenses shall be as an allowance in the Negotiated Support Services, except for Subcontractor permits, fees, and licenses which costs shall be included within the subcontract bid packages. Subcontractor bid packages shall include all permits and fees necessary for such Subcontractors to perform their work, including without limitation all fees, licenses, permits, plan check fees for deferred submittals, application fees and review fees for any and all shop drawings or bidder designed systems, any inspection fees not covered by the initial building permit fee, including reinspection fees, government fees, Department of Labor and Industries fees, renewals and penalties, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work. The Owner will not pay, and the Contractor will not be reimbursed for, license fees or any renewals or penalties. Any such costs not paid for by the Owner shall be covered by the Specified General Conditions.

§ 14.4.2 The Contractor shall coordinate and schedule all Work with permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority necessary for completion of the Work. The Contractor shall be responsible for providing all information, documents, and fees to the permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority as necessary to timely obtain and coordinate permits, utility and other such connections. The Contractor shall obtain all permit renewals during the course of the Work.

§ 14.4.3 The Contractor will be responsible for providing information to the Department of Labor and Industries and/or local jurisdiction.

§ 14.4.4 The Contractor will be responsible for any renewals of and penalties arising from the building permit and other permits and governmental fees.

§ 14.4.5 The Contractor shall provide copies of all approved permits to the Owner within 5 business days of receipt of such permits.

§ 14.4.6 Prior to Final Acceptance, the approved, signed permits shall be delivered to the Owner. Certificates of inspection, use, and occupancy shall be delivered to Owner upon completion of the Work in sufficient time for occupation of the Project in accordance with the approved Construction Schedule.

§ 14.4.7 In the event of any conflict between the permit requirements and the Contract Documents, the requirements of the permit shall take precedence and Contractor shall not be entitled to any change in the Contract Sum or Contract Time.

§ 14.5. E-Verify: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

ARTICLE 15 SCOPE OF THE CONTRACT
§ 15.1 This Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Owner and Contractor.

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§ 15.2 The following documents comprise the Contract:

.1 AIA Document A133™–2019, as revised, Standard Form of Agreement Between Owner and Contractor as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a GMP
.2 AIA Document A133™-2019, Exhibit A, GMP Amendment, if executed
.3 AIA Document A201™–2017, as revised, General Conditions of the Contract for Construction
.4 Other documents, if any, listed below:

RFP dated November 15, 2024
RFFP dated March 3, 2025
Contractor's Response to RFP dated January 15, 2025
Contractor's RFFP Final Proposal Form dated March 25, 2025
Contractor's Schedule dated _____
Addenda 1 through 2
Exhibit 1 – Pre-Construction Work Plan
Exhibit 2 – Cost Responsibility Matrix

This Agreement is entered into as of the day and year first written above.

CITY OF VANCOUVER
A municipal corporation

Signed by:
C084EA446CF9483...
Lon Pluckhahn, City Manager

6/13/2025
Date

Attest:

DocuSigned by:
Natasha Ramras
493E940414AE4BD...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Nena Cook
A17C6F7FA2AC4D4...
Nena Cook, City Attorney

CONTRACTOR:
Skanska USA Building Inc

Signed by:
94B32D9737024EA...
Signature

Brian Urban — VP / Account Manager
Printed Name /Title

6/10/2025
Date

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Vancouver Public Works Operations Campus, 8713 NE 94th Avenue, Vancouver, WA 98662

THE OWNER:
(Name, legal status and address)

City of Vancouver, PO Box 1995, Vancouver WA 98668-1995

THE ARCHITECT:
(Name, legal status and address)

TFC Architecture, 124 N I St, Tacoma WA 98403

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner or Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor (although the Owner does not waive any third-party beneficiary rights it may otherwise have as to Subcontractors of any tier), (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction services and administrative procedures required by the Contract Documents, whether completed or partially completed and whether new construction or modification of existing structures, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. Where the Work requires construction that modifies or interfaces with existing structures, the Contractor shall ensure that the Work is compatible and interfaces with the as-built conditions of the existing structures.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, the Project Manual, studies, surveys, models, sketches, drawings, specifications, and other similar materials through which the Work to be executed by the Contractor is described.

§ 1.1.8 Project Manual

The Project Manual is a volume or volumes usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract, Specifications, and other related materials such as construction details and schedules.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results and design intent.

§ 1.2.2 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.3 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade, nor shall it remove the Contractor's obligation to complete all of the Work when coordination between the Specifications and the Drawings or coordination between subcontracts is required.

§ 1.2.4 Unless otherwise stated in the Contract Documents, words not defined in the Contract Documents that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.5 If the Contractor discovers that the Specifications, Drawings, or Project Manual fail to particularly describe the material or kind of goods to be used in any place or discovers an inconsistency or ambiguity between the Specifications, Drawings, or Project Manual or an inconsistency or ambiguity arises internally within the Specifications, Drawings, or Project Manual, then the Contractor shall make inquiry of the Architect as to what is best suited. Upon review and acceptance by Owner and Architect, the material that a competent contractor, having participated in a preconstruction phase and following accepted construction industry standards, would use in its place to produce first quality finished Work shall be considered a part of the Contract without adjustment to the GMP or Contract Time. If the Contractor discovers such an inconsistency or ambiguity and fails to notify the Architect, there shall be no adjustment to the GMP or Contract Time.

§ 1.2.6 In the event of a conflict or discrepancy among or in the Contract Documents that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, interpretation shall be governed in the following priority, with an Addendum or a revision to a Contract Document having precedence over the original document and later Addenda having precedence over earlier:

.1 Agreement (revised A133-2019, including exhibits) (written amendments having precedence)
.2 Any Supplementary Conditions
.3 These revised General Conditions (A201-2017)
.4 Any Special Conditions
.5 Specifications
.6 Drawings (large-scale having precedence over small-scale, and written or computed dimensions having precedence over scaled dimensions)
.7 RFP and RFFP Documents
.8 Material and Systems Schedules

In the event that Work is shown on Drawings but not contained in Specifications, the Work as shown shall be provided at no change in the GMP or Contract Time, according to specifications to be issued by the Architect that are consistent with and reasonably inferable from the Work shown on the Drawings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in this document, (3) the titles of other documents published by the American Institute of Architects, or (4) published codes and standards.

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§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Reference in the singular to an article, device, item or piece of equipment shall include the larger of the number of such articles indicated in the Contract Documents or the number required to complete the installation. Specification and Drawing notes may include incomplete sentences where words such as "shall," "shall be," "the Contractor shall," and similar phrases shall be supplied by inference. The term(s) "approved," "or approved" and "as approved" mean approved by the Architect, and by any governing codes and officials, and by any quality standards specified as applicable to the work in question. "As directed" means as directed by the Architect or the Owner. The term "provide" means to furnish and install. The term "as required" or "as necessary" means as required by applicable codes or standards, and/or as may be required for proper completion of the work. Divisions and Sections included are listed in the "Table of Contents," together with the number of pages in each Section. The Contractor shall check its copies of the Specifications with the "Table of Contents" to ensure that they are complete

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect’s consultants shall, subject to any right of the Owner, be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will, subject to any right of the Owner, retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work under the Contract Documents and with respect to the Project. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. All copies of the Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Contractor may retain one record set. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

Contractor acknowledges that drawings, specifications, Instruments of Service, or any other information or documentation that Contractor receives in digital form, including but not limited to any building information model, may contain transmission or translation errors and are issued for convenience only, and thus Contractor may only rely upon hard copy documents and digitally signed pdfs. Any electronic files other than digitally signed pdf files may be provided for the convenience of the Contractor only. Neither the Architect nor the Owner shall be liable for any inaccuracy or incompleteness in information contained in an electronic copy other than digitally signed pdf files of an Instrument of Service. Electronic files other than digitally signed pdf files are not Contract Documents and cannot be relied upon as identical to the Contract Documents. Use of information contained in electronic files other than digitally signed pdf files is at the Contractor’s risk and without liability to the Architect or the Owner. The Contractor may be required to execute the Architect’s electronic document release to obtain the Instruments of Service other than hard copy and digitally signed pdf files. To the extent that the Contractor or its Subcontractors of any tier create building information models for the Project, Contractor shall share such building information models with the Owner upon Substantial Completion.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner of this Project is the City of Vancouver. The Owner shall designate in writing one or more Designated Representative(s) who is/are authorized in writing to act on behalf of Owner with respect to specific Owner rights and responsibilities under the Contract. No officer, agent, representative, or employee of the Owner shall be personally responsible for any liability arising under the Contract.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 14.4 of the Agreement, the Owner shall secure and pay for necessary environmental approvals, easements, assessments and related charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Contractor is responsible to secure and pay for licenses and all other permits, subject to Section 14.4 of the Agreement.

§ 2.2.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative and does not include any employees of the Owner.

§ 2.2.3 If the employment of the Architect terminates, the Owner shall employ a successor and whose status under the Contract Documents shall be that of the Architect.

§ 2.2.4 The Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor should assume that the locations of any underground or hidden utilities, active or abandoned underground tanks, plumbing or electrical runs indicated in the survey or Contract Documents are shown in approximate locations, but the Contractor is responsible for making all utility location checks and verifications. The Contractor is responsible for performing all utilities investigation and location work to determine the precise locations thereof. The Contractor shall not damage or interrupt utilities or utilities services of any kind. The Contractor shall bear the risk of loss arising out of its Work which directly or indirectly damages or interrupts any utilities or utilities services, or causes or contributes to damages of any nature, except in the case where the loss resulted because the utility location information provided by Owner or Utility Provider was inaccurate.

§ 2.2.5 The Owner shall, upon reasonable written request, furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.6 Unless otherwise provided in the Contract Documents, upon written request the Owner shall furnish to the Contractor one digital copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly or materially fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of itself or the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue to make reasonable progress toward the correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. In the event such deficiencies threaten the health or safety of the Owner's employees or occupants, or exist within fourteen (14) calendar days of the date on which the Owner is scheduled to begin operations at the Project, the Owner may immediately proceed to

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correct such deficiencies without notice. In either such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such default, neglect, or failure. The right of the Owner to correct the Work pursuant to this Section 2.4 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of itself or others. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The Owner's exercise of its rights under the Section shall not adversely affect any warranties applicable to the Project.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, bonded, and insured in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved or accepted pursuant to Section 3.12.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract and the GMP Amendment by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated its personal observations with the requirements of the Contract Documents. By executing this Contract and the GMP Amendment, the Contractor represents and acknowledges that the GMP is reasonable compensation for all the Work, that the Contract Time is adequate for the performance of the Work, and that it has carefully examined the Contract Documents and the Project site, including any existing structures and access thereto, and any drawings of the existing conditions available from the Owner, and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, products, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface conditions and other foreseeable matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, local regulations, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power, utilities, drainage; availability and condition of roads; normal climatic conditions and season; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Contractor to fully acquaint itself with any such condition or matter shall not in any way relieve the Contractor from the responsibility for performing the Work in accordance with the Contract Documents and within the Contract Time and the GMP and shall not be the basis of a Claim.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Drawings, Specifications, and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.4, shall take field measurements and verify any existing conditions, including all general reference points and any interfering existing conditions, related to that portion of the Work, and shall observe any conditions at the site affecting it and shall carefully compare and verify such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing such activities. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors,

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omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and the Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. The Contractor shall comply with all applicable federal, state, county and city laws, ordinances, rules and regulations, including, but not limited to, the latest applicable versions of:

.1 International Building Code (with Washington State amendments);
.2 Uniform Plumbing Code;
.3 Uniform Mechanical Code;
.4 International Fire Code;
.5 National Electrical Code;
.6 Washington State Energy Code;
.7 Washington State Rules and Regulations for Barrier-Free Design;
.8 Americans With Disabilities Act (ADA);
.9 American National Standards Institute (ANSI A117.1)
.10 Federal and State Safety Codes as adapted and/or modified by State and Local Ordinances; and
.11 Any applicable municipal codes.

§ 3.2.4 Subject to the restrictions in Sections 3.2.4 and 3.2.4.1.4 of the Agreement as to what constitutes a compensable design error or omission, if the Contractor believes that additional cost or time is involved because of any design errors or omissions or inconsistencies noted by the Contractor, or clarifications or instructions issued by the Owner or Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit any Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.5, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Owner and the Architect. If the Contractor performs any construction activity it knows or reasonably should have known involves an error, inconsistency or omission in the Contract Documents or reports referenced therein without such notice to the Owner and the Architect, the Contractor shall be responsible for such performance and shall bear the attributable costs for correction.

§ 3.2.5 Any investigations of hidden or subsurface conditions by Owner or its consultants have been made for design purposes. There is no guarantee, express or implied, that the conditions indicated are representative of those existing throughout the site or that unforeseen developments may not occur. Contractor is solely responsible for reasonably interpreting the information and extrapolating beyond the testing location, including each individual boring, test pit or other location. At Owner's request, Contractor shall make available to Owner the results of any site investigation, test borings, analyses, studies, or other tests conducted by or in possession of Contractor or any of its agents. Contractor represents that it is familiar with the Project Site and has reviewed all information made available to Contractor or listed in the Contract Documents, including the soils report and civil plan referred to therein concerning the conditions of the Project Site. Contractor shall undertake such further investigations and studies as may be necessary or useful to determine Project conditions with pre-approval from Owner. Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.

§ 3.2.6 The Contractor shall do no work, except work related to means and methods and temporary controls, without applicable Drawings, Specifications, or written modifications or, where required, Shop Drawings, Product Data, or Samples, unless instructed to do so in writing by the Architect and the Owner.

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§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, assembly details and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall review any such specific instructions concerning construction means, methods, techniques, sequences, assembly details or procedures, shall evaluate the jobsite safety thereof, and shall advise the Owner and Architect (a) if the specified instruction or procedure deviates from what the Contractor considers to be good construction practice or jeopardizes jobsite safety, (b) if following the instruction or procedure will negatively affect any warranties, or (c) if the Contractor objects to the instruction or procedure. The Contractor shall propose alternative instructions or procedures acceptable to the Contractor, for which no increase in the GMP or Contract Time will be made. The Contractor shall not proceed with such alternative instruction or procedure without the written acceptance of the Owner and the Architect, and the Contractor shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's principals, agents, employees, Subcontractors of any tier and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors of any tier.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. Under no condition shall a section of Work proceed prior to preparatory work having been completed, cured, dried and otherwise made satisfactory to receive the related Work. Responsibility for timely installation of all materials and equipment rests solely with the Contractor, who shall maintain coordination control at all times. The Contractor shall require its Subcontractors of any tier to be familiar with all aspects of the Contract Documents related to their Work. The Contractor shall ensure that the responsible Subcontractor has carefully examined all preparatory work that has been executed to receive its Work and has notified the Contractor (who shall notify the Owner and Architect in writing) of any defects or imperfections in preparatory work that will, in any way, affect satisfactory completion of the Work. The lack of such notification, or the failure of the Contractor to inspect such portions of the Work, shall constitute an acceptance of preparatory work and a waiver of any later claim of defect therein.

§ 3.3.4 The Contractor shall perform such detailed examination, inspection and quality control and surveillance of the Work as will ensure that the Work is progressing and is being completed in strict accordance with the Contract Documents, including the then current issue of the Drawings, Specifications, and accepted Shop Drawings. The Contractor shall be responsible for examination, inspection and quality control and surveillance of all Work performed by any Subcontractor of any tier. The Contractor shall determine when it is necessary to perform, and shall perform, tests (as a Cost of the Work and in addition to those requested by the Owner or required by the Specifications or any other provision of the Contract Documents) to verify its inspections or to ensure that the Work is being completed in strict accordance with the Contract Documents. The Contractor shall report known errors, omissions, or inconsistencies to the Architect and the Owner before commencing Work. Inspections by or on behalf of the Owner shall not constitute approval of the Work.

§ 3.3.5 The Contractor shall plan and lay out all Work in advance of installation so as to coordinate all Work without delay or revision. The Contractor is responsible for coordination of all the Drawings related to specific locations. The Contractor shall establish and maintain existing lot lines, restrictions, existing survey markers of any kind, and bench marks. The Contractor shall establish and maintain all other lines, levels and bench marks necessary for the execution of the Work and take necessary steps to prevent their dislocation or destruction. The Contractor shall employ a professional land surveyor registered in the State of Washington to initially lay out and be responsible for the accuracy of the Work and to create and submit to the Owner an as-built survey and accurate utility as-builts for use by the Owner. The Contractor shall provide an as-built surveyed site plan noting all site improvements, including but not limited to building corners, storm, sewer, drains, grade and invert elevations, edge of pavement, signs, markings, back of curb, and sidewalks.

§ 3.3.6 The Contractor's superintendent shall provide a Daily Report to the Owner for each work day during the Contract time, whether or not any Work is performed, and for each non-work day in which Work is performed on the site as more fully detailed Section 3.3.2.3 of the Agreement. The Daily Report shall be completed on a form approved by the Owner and Architect, and submitted to the Owner and the Architect on the work day following the day covered in the Report, as required by the Contract Documents.

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§ 3.3.7 Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, have no economic interest in any public works contract in violation of chapter 42.23 RCW (Code of Ethics for Municipal Officers - Contract Interests) and City of Vancouver Charter Section 11.07 (Personal Interest). Contractor shall remove, at its sole cost, any of its or its Subcontractors' employees if their continued participation would violate these provisions.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Unless stated otherwise in the GMP Amendment, to the extent that the Owner allows the Contractor to utilize the Owner's utilities, the Contractor shall install temporary meters to quantify the Contractor's required reimbursement to the Owner for those utilities.

§ 3.4.2 After the GMP Amendment has been executed, the Owner and the Architect may consider a written request for the substitution of material or products in place of those specified in the Contract Documents only as described in the Specifications and following the procedures of the Contract Documents. The written request must include the specifications for the material or product and any proposed change in the GMP or Contract Time. The Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By requesting a substitution, the Contractor represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified (or if not equal or better in all respects, the Contractor shall identify such deficiencies), that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that it waives any other known or unknown Claim for an increase in the GMP or Contract Time, that it has coordinated with affected Subcontractors, and the substitution will not impact other parts of the Work, and that it will coordinate the installation of the substitution if accepted and make all associated changes in the Work.

§ 3.4.2.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall remove from the Work and Work site any employee or other person who the Owner reasonably considers objectionable without change in the GMP or Contract Time.

§ 3.4.2.2 No employees of either the Contractor or any of its Subcontractors of any tier shall harass, intimidate, have physical contact with, or engage in other verbal or physical conduct or communication of a sexual, intimidating or harassing nature with employees, nor create an intimidating, hostile or offensive environment. The Contractor shall remove from the Work and Work site any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable. Without limiting the generality of the foregoing, the Contractor shall ensure by appropriate provisions in each subcontract agreement that the Contractor may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has engaged in such action. At no change to the GMP or Contract Time, the Contractor shall remove from the Work and Work site any employee or other person pursuant to this Section. Failure to comply with these requirements is grounds for immediate termination of the Contract for cause.

§ 3.4.3 The Contractor shall develop and administer a system for maintaining site security and tracking all individuals with access to the Project site. All contractors, suppliers, and visitors who come onto the Project site shall be required to display an identification badge or sticker on their person (such as a hard hat sticker), which shall be provided by the Contractor as part of the Contract Sum. The Contractor shall coordinate the distribution of badges or stickers, shall maintain a list of all contractors, suppliers, and visitors with permission to be on the Project site (including identifying any personnel required to have a background check pursuant to Section 3.4.2.1 above), and shall make such list available to the Owner or Architect upon request. All badges or stickers shall include a personal identifier (such as a numerical designation), correlated with the Contractor's list of approved personnel and visitors, to allow the Owner or Architect to identify the contractor, supplier, or visitor

§ 3.4.4 Prevailing Wages

§ 3.4.4.1 Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries. The

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State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries:

https://secure.lni.wa.gov/wagelookup/.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for the pre-construction phase of this Project is Wednesday, January 15, 2025. Any Early Bid Packages that may be issued will utilize the preconstruction phase wage rates. Prevailing wage rates for the Construction Phase will be based on the signature dates of the GMP Amendment.

To the extent that there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, or if no schedule is attached, the applicable published rates shall apply with no increase in the GMP. It is the Contractor's responsibility to ensure that the correct prevailing wage rates are paid. The Contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. Questions relating to prevailing wage data should be addressed to the Industrial Statistician upon request.

Mailing Address:	Department of Labor and Industries Prevailing Wage Office PO Box 44540 Olympia, WA 98504-4540
Telephone:	360-902-5335
Facsimile:	360-902-5300
Website:	https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates

§ 3.4.4.2 Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Washington State Department of Labor and Industries, and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

§ 3.4.4.3 The Contractor shall defend, indemnify and hold the Owner harmless, including attorneys' fees, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of Chapter 39.12 RCW ("Prevailing Wages on Public Works") and Title 51 RCW ("Industrial Insurance").

§ 3.4.5 The Contractor shall comply with all applicable provisions of Chapter 49.28 RCW ("Hours of Labor").

§ 3.4.6 Pursuant to Chapter 49.70 RCW ("Worker and Community Right to Know Act") and WAC 296-901 *et seq.*, the Contractor shall provide the Owner copies of and have available at the Project site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier at the Project site. Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

§ 3.4.7 All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards. At the completion of the Project, the Contractor shall submit Certificates of Asbestos-Free and of Lead-Free Materials, certifying that all materials and products incorporated into the Work meet the requirements of this section.

§ 3.4.8 The Contractor shall be responsible for labor peace on the Project and shall at all times use its best efforts and exercise its best judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances, and shall at all times maintain Project-wide labor harmony. The Contractor shall provide the Owner advance notice, to the extent possible, of any anticipated strikes.

§ 3.4.9 Materials shall conform to the manufacturer's standards in effect at the date of execution of the Contract Documents and shall be installed in strict accordance with the manufacturer's instructions, specifications and directions. The Contractor shall, if required in writing by the Owner or Architect, furnish satisfactory evidence

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regarding the kind and quality of any materials identifying thereon the source, and warranting their quality and compliance with the Contract Documents.

§ 3.4.10 Apprenticeship

§ 3.4.10.1 Pursuant to RCW 39.04.320, no less than fifteen percent (15%) of the Labor Hours shall be performed by apprentices, unless a different amount is permitted or otherwise required by law.

§ 3.4.10.2 Apprenticeship hours shall be performed by participants in training programs approved by the Washington State Apprenticeship Council.

§ 3.4.10.3 "Labor Hours" means the total hours of workers receiving an hourly wage who are directly employed on the site of the public works project. "Labor Hours" includes hours performed by workers employed by the Contractor and all Subcontractors working on the Project. "Labor Hours" does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements of Chapter 39.12 RCW.

§ 3.4.10.4 During the term of this Contract, the Owner may adjust the apprenticeship labor hour requirement if the Contractor has demonstrated to the satisfaction of the City that it has utilized good faith efforts to meet the established requirement. Good faith effort may be demonstrated by providing documentation that demonstrates one or more of the following scenarios:

.1 Apprentice retention issues;
.2 Apprentice to journeyperson ratio requirements;
.3 Classroom training resulting in less hours on the project;
.4 Added or deleted work affecting apprenticeship participation;
.5 Displace member of current workforce;
.6 Inability to find available apprentices;
.7 Conflict with federal requirements;
.8 Technical or prescriptive warranty work, or
.9 No available apprenticeship programs.

§ 3.4.10.5 The Contractor shall be entitled to a monetary incentive of $10,000 for meeting the goals identified in this Section 3.4.10. The Contractor shall be subject to a monetary penalty of $100 per labor hour for failure to meet the goals identified in this Section 3.4.10 if a good faith effort has been documented. The Owner cannot within existing resources identify an expected cost value to be included in the bid associated with failing to meeting the goals.

§ 3.5 Warranty

§ 3.5.1 Warranty shall be one (1) year from the Substantial Completion date. The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or explicitly permit otherwise. The Contractor further warrants that the Work will be performed in a skillful and workmanlike manner, will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or explicitly permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective. Unless such actions are caused by, or are the responsibility of the Contractor, the Contractor's warranty excludes remedy for damage or defect caused by abuse by the Owner, alterations to the Work not executed or supervised by or through the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance, final payment, and the correction period identified in Section 12.2. The Contractor shall secure, assign if requested by the Owner, and furnish directly to the Owner, all written warranties required by the Contract documents, first executed by the applicable Subcontractor and those suppliers and manufacturers furnishing materials or equipment for the Work and subsequently countersigned by the Contractor, which shall extend to the Owner all rights, claims, benefits and interests that the Contractor may have under express or implied warranties or guarantees against the Subcontractor, supplier or manufacturer for defective or non-conforming Work Warranty language shall comply with the Contract Documents and shall be submitted to the Owner and Architect at least thirty (30) days prior to ordering the warranted material or equipment.

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§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall secure, assign if requested by the Owner, and furnish directly to the Owner all written warranties required by the Contract Documents, first executed by the applicable Subcontractor and those suppliers and manufacturers furnishing materials for the Work, and subsequently countersigned by the Contractor, which shall extend to the Owner all rights, claims, benefits and interests that the Contractor may have under express or implied warranties or guarantees against the Subcontractor, supplier or manufacturer for defective or non-conforming Work. Prior to furnishing Owner with written guarantees and warranties, the Contractor shall provide copies to the Owner and Architect for review.

§ 3.5.3 At its sole cost and expense, Contractor shall promptly pay and perform, to the reasonable satisfaction of Owner or its transferee, any repairs required of Contractor, in fulfillment of the foregoing warranty obligations. Should Contractor fail to perform any non-emergency maintenance or repair required pursuant to this Subparagraph within fifteen (15) days of notice thereof from Owner or any transferee of Owner shall be entitled to recover directly from Contractor the cost thereof (including attorneys' fees) plus interest at the statutory rate thereon until repaid, immediately and upon demand by Owner therefore. Owner or its assigns shall be entitled to make emergency repairs to the Project whether or not within the warranty obligations of Contractor hereunder without providing Contractor prior notice thereof; provided however that notice and demand for repayment for such emergency repairs shall be provided to Contractor as soon thereafter as is reasonably practicable. Contractor's warranties shall be in addition to any manufacturer's warranties and Contractor agrees to assist Owner with prosecution of manufacturer's warranties. As used above, the term "defects" shall mean (a) any portions of the Work not in conformance with the Contract Documents or (b) any portion of the Work which is otherwise incomplete, defective, not performed in a sound an workmanlike manner, or not performed in accordance with applicable laws, rules, codes, and ordinances, orders, or similar binding pronouncement enacted by any local, state or federal government agency, bureau, department or government.

§ 3.5.4 The obligations under this section shall survive Final Acceptance.

§ 3.6 Taxes

The Owner will pay Washington State sales tax through the Contractor in addition to the GMP. Washington State sales tax shall not be included in the bid amount. The Contractor shall pay sales, consumer, use, B&O, income, and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect. Tariffs are not reimbursable and shall not increase the reimbursable Contract Sum regardless of when implemented.

§ 3.7 Fees, Notices and Compliance with Laws

§ 3.7.1 N/A

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall coordinate and schedule all Work with entities having jurisdiction over the site, permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority necessary for completion of the Work. The Contractor shall keep the Owner informed of communications from these authorities and utilities. The Owner will assist the Contractor with such coordination and scheduling, but the Owner is not responsible for any delays caused by such permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority. The Contractor shall be responsible for providing all information and documents to the permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority within 30 days after issuance of the Notice to Proceed as necessary to obtain and coordinate permits, utility and other such connections. The Contractor shall obtain all permit renewals during the course of the Work. The Contractor is responsible for providing information and fees to the Department of Labor and Industries.

§ 3.7.3 If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate modification. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in any soils reports made available to the Contractor by the Owner or in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the GMP or Contract Time, or both, consistent with the requirements of the Contract Documents. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing. Any Claim of the Contractor arising from the Architect's determination or recommendation shall be made in accordance with the dispute resolution procedure in Article 15. No increase to the GMP or the Contract Time shall be allowed if the Contractor knew or reasonably should have known of the concealed conditions prior to its executing the GMP Amendment.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall immediately notify the Owner and Architect by telephone and email. Upon receipt of such written notice, the Owner and Contractor shall promptly cooperate with each other and take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations that may affect the human remains, burial markers, archaeological sites or wetlands until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the GMP and Contract Time, if any, arising from the existence of such remains or features shall be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the GMP all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has made reasonable and timely written objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, except sale tax on progress payments, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the GMP but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the GMP shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual, reasonable costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2, except where the allowance is based upon a unit price specified in the Agreement.

Allowances are defined in the Contract Documents due to the uncertainty in the scope, price and quantity of the Allowance items at the time the Contract was executed. Whenever actual costs are more or less than the Allowance, the GMP will be adjusted accordingly by Change Order. The Contractor must provide the Owner with written notice of its intent to exceed an Allowance amount, with estimates and justification (providing the Owner with the opportunity to approve or reject the excess costs) before exceeding an Allowance amount.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with sufficient time to avoid delay in the Work.

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§ 3.9 Project Management Staff

§ 3.9.1 The Contractor shall employ a competent, computer literate, and experienced project manager, project engineer, superintendent and necessary assistants as identified in the Contractor's proposal who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Contractor shall use an experienced superintendent, who shall be an employee of the Contractor and shall remain on the Project site whenever Subcontractors of any tier are present and not less than eight hours per day, five days per week, unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, termination of the Contract in accordance with the Contract Documents or unless Final Completion is attained. The project manager shall also be an employee of the Contractor.

§ 3.9.2 The project manager, project engineer, and superintendent shall be employees of the Contractor, one or more of whom shall remain on the Project site whenever Subcontractors of any tier are present and not less than eight hours per day, five days per week, unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, or termination of the Contract in accordance with the Contract Documents or unless Final Completion is attained. After Substantial Completion, a qualified, experienced representative of the Contractor with authority to bind the Contractor shall remain on site as needed until Final Completion is attained. Similarly, appropriate Subcontractor supervisory personnel (foreman level or above) shall also be present at the Project site whenever Subcontractor Work of any tier is being performed whether before or after Substantial Completion. Neither the superintendent nor the Contractor's project manager or project engineer shall be changed without the approval of the Owner, which shall not be unreasonably withheld. The Contractor's superintendent shall not be employed on any other project during the course of the construction Work.

§ 3.9.3 Within ten (10) days after issuance of the conditional Notice to Proceed, the Contractor shall furnish to the Owner and Architect:

.1 A chain-of-command organizational chart which includes all supervisory personnel, including the project manager, the project engineer and the superintendent, assistant superintendent and lead foreman, that the Contractor intends to use on the Work. The chart shall specify any limits of authority for each person, including any limitation on his or her ability to speak for and bind the Contractor, as well as any limits on decision-making authority with respect to specific dollar values, Contract Time, and issues affecting quality of the Work.

.2 Complete resumes, including all past and current projects, for the project manager, project engineer, and superintendent. The Owner reserves the right to reject personnel reasonably believed to be unsuitable or incompatible for the Project. The Contractor shall replace any rejected personnel with an agreeable replacement at no increase in the GMP or Contract Time.

.3 A list of telephone numbers for all key personnel of the Contractor and its principal subcontractors for purposes of contacting personnel after hours in the event of an emergency. The list shall be periodically updated as necessary to ensure the Owner has the most current information.

§ 3.9.4 The individuals identified in response to Section 3.9.3 shall be the same as those identified in the Contractor's RFP response. Contractor shall not change the superintendent, project manager, project engineer, or any individual identified in the Contractor's RFP response without the Owner's consent, which shall not unreasonably be withheld or delayed. The Owner reserves the right, after consultation with the Contractor, to require the Contractor to replace a superintendent, project engineer, project manager or other assistants if the Owner determines that such replacement is in the best interests of the Project. The Owner shall exercise such right in a reasonable manner. The Owner shall be entitled to exercise the same rights concerning any replacement.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, submit a preliminary draft preconstruction and construction schedule. The Contractor, following execution of the GMP Amendment, shall submit for the Owner's and Architect's information a preliminary Contractor's construction schedule for the Work (as approved, the "Construction Schedule") consistent with the requirements of the Contract Documents. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be revised at least monthly and as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall request payment for the monthly update line item with each Application for Payment, based upon the percentage completion

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of the Project. For any month that the Contractor fails to submit an updated Construction Schedule, the Contractor shall not be entitled to any payment for scheduling for that month, and the percentage of the scheduling line item represented by that month's percentage of completion of the Work shall be permanently deducted from the GMP by Change Order.

§ 3.10.1.1 The Contractor shall promptly notify the Owner and Architect in writing of any proposed change in the Construction Schedule or the Contract Time or of any event which could delay performance of any item of the Work, stating the cause of the delay, expected duration of the delay, the anticipated effect of the delay on the Construction Schedule, and the action being taken to correct the delay. Notification of potential delay does not constitute a change in the Contract Time; only a Change Order signed by the Owner can amend the Contract Time. The Contractor shall comply with Article 15 with regard to any delays that it believes are the responsibility of the Owner or are otherwise the subject of a Claim for additional Contract Time.

§ 3.10.1.2 If any proposed Construction Schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Dates of Substantial Completion established in the Contract Documents (as the same may be extended as provided in the Contract Documents), the Contractor shall submit to the Architect and the Owner for their review a narrative description of the means and methods which the Contractor proposes to use to expedite the progress of the Work to ensure timely completion of the various phases of the Work and Substantial Completion of the Work as a whole in accordance with the Substantial Completion date. Regardless of the cause of any delay, the Contractor shall exercise reasonable efforts to bring the Project back into compliance with the approved Construction Schedule.

§ 3.10.1.3 To the extent that the Contractor or any Subcontractor or material supplier of any tier is responsible for the delay, the Contractor shall take all necessary action to bring the Project back into compliance with the approved Construction Schedule, including without limitation increasing the number of personnel on the Project and implementing overtime and double shifts without additional costs to the Owner.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule in accordance with the Contract Documents, shall submit a submittal schedule for the Architect's and Owner's approval. The Architect's and Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated and submitted with the Construction Schedule, and (2) allow the Architect and Owner reasonable time to review submittals in accordance with the Specifications and submittal procedures. The Contractor shall contemporaneously provide the Owner with a copy of all submittals. The Contractor should expect a response time of at least fourteen days for the Architect's review and at least twenty-one days for review by the Architect's consultants. Complex, inter-related or multiple submittals will often take longer. Neither the Owner nor the Architect can guarantee response times from governmental authorities, such as permitting agencies or review of any required deferred submittals. If the Contractor fails to submit and update a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in GMP or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect and shall promptly notify the Owner of any substantial deviations from those schedules. The Contractor's Construction Schedule shall be based upon a critical path method ("CPM") analysis of construction activities and sequence of operations needed for the orderly performance and completion of all separable parts of the Work, in the form of a precedence diagram and activity listing and time-scaled, all in accordance with the Contract and within the Contract Time. The Contractor shall utilize scheduling software for its CPM scheduling. The Schedule shall be resource loaded and provided to the Owner in electronic, readable format. It shall include the Date of Commencement, any milestone dates identified in the Specifications, the Date(s) of Substantial Completion, and the Date(s) of Final Completion in accordance with the Contract Documents. The Schedule shall be updated monthly and submitted with the Contractor's Application for Payment. The Critical Path shall be clearly indicated on the Contractor's Construction Schedule.

§ 3.10.4 The Contractor shall not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the GMP, or to any additional payment of any sort by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Construction Schedule. To ensure that the Owner is substantively aware and effectively able to mitigate any Project delays, the Contractor shall not be entitled to any extension of time, compensable or

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otherwise, for any delay that occurred during any time the Contractor has not timely submitted an updated Construction Schedule as required by the Contract Documents.

§ 3.10.4.1 Any float time to activities not on the critical path shall belong to the Project, and may be used by the Project to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall belong to the Owner, and may be used by the Owner in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the Owner. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the GMP, or to any additional payment of any sort by reason of the Owner's use of float time between the end of the final construction activity and the final completion date or be reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

§ 3.10.5 The Contractor shall attend and participate in and ensure applicable Subcontractors of any tier attend and participate in:

.1 A preconstruction meeting;
.2 Regular weekly on-site Project status meetings scheduled by the Owner or Architect to review progress of the Work, to discuss the Contractor's progress reports, to obtain necessary Owner's or Architect's approvals, and generally to keep the Owner and Architect informed and involved in the progress of the Project; and
.3 Other meetings scheduled from time to time by the Owner or by the Architect to review progress of the Work and other pertinent matters.

§ 3.10.6 Should the Contractor fail to meet any scheduled date as shown, the Contractor shall, upon request, be required at its own expense to submit within ten (10) days of the request a revised proposed schedule and at its own expense to increase its work force and working hours (*e.g.*, through weekends, overtime and additional shifts) to bring the actual completion dates of the activities into conformance with the approved Construction Schedule. The Contractor shall also submit a revised proposed schedule at its own expense (a) with each of its applications for payment and (b) within ten (10) days of notice from the Owner or Architect that the sequence of work varies significantly from that shown on the Construction Schedule. The revised proposed schedule will be reviewed at the construction site one (1) week prior to the due date of the Contractor's monthly application for payment. If requested by the Owner, the Contractor shall provide copies of two (2) tabular reports: (a) a total float report clearly indicating the current critical path through project completion, and (b) a report of activity sorted by early start dates commencing with the previous update and including all undated activities during the previous month. Actual progress of the previous month will be recorded and incorporated into the update. The Owner may withhold any progress payment until such time as the Contractor has provided an approved revised Construction Schedule in a form satisfactory to the Owner and Architect.

§ 3.10.7 The activities defined in the Construction Schedule shall represent the planned durations in anticipation of normal manpower and equipment utilization and durations of whole working days. No activity duration shall exceed fifteen (15) working days unless approved by the Owner for non-construction activities such as procurement, delivery or submittal activities. All durations shall be determined based upon resource planning under contractually defined onsite work conditions. All durations shall be of whole working days. In calculating activity durations, normal inclement weather shall be considered. The Contractor shall schedule the Work to minimize the effect of weather. The Contractor shall also protect the Work site from the effects of weather or take other necessary measures such that the Work can be completed within the time established in the Contract and include these provisions in the Construction Schedule as appropriate.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at least weekly and make available, at the Project site, a record set of the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the record set of the approved or accepted Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The location of all existing or new hidden piping, valves, conduit, cabling and utilities, as located during the course of construction, shall be appropriately marked until the actual field location dimensions and coordinates are incorporated on the as-built

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drawings, and mechanical and electrical deviations and changes shall be included. The documents shall include all Architectural, Mechanical, Electrical, Structural, Landscape, and Civil as-built drawings, whether changes occur or not, using Owner-approved CAD software. These documents, as well as the approved permit set of plans, shall be available to the Architect and Owner at the site and reviewed with them on a weekly basis. Upon Final Completion of the Work, the Contractor shall transfer all as-built information in a clear and legible manner as described in the Contract Documents and in compliance with all requirements of local governmental entities, shall certify in writing that these documents reflect complete and accurate "as-built" conditions and shall deliver the following in a clear, clean and legible manner and in compliance with all requirements of local governmental authorities: (i) complete, integrated copies of the documents in both paper form in good condition and in electronic form in the same format as originally created by the Architect; (ii) the approved permit set of plans; and (iii) the full-size record documents, Shop Drawings, Specifications, Addenda, maintenance manuals and warranties to the Architect for submittal to the Owner in accordance with the provisions of the Contract Documents. Satisfactory maintenance of up-to-date as-built drawings on a monthly basis will be a requirement for approval of progress payments.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples and/or assemblies or mock-ups that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is for the Contractor to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review and acceptance or approval of such submittals by the Owner or Architect is subject to the limitations of Section 4.2.7 and shall not constitute an approval or acceptance of the Contractor's means and methods or a waiver or modification of any requirement of the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be (but are not required to be) returned by the Owner or Architect without action.

§ 3.12.5 The Contractor shall be responsible for tracking the status of submittals. The Contractor shall review for compliance with the Contract Documents, note any deviations from the Contract Documents, approve in writing, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule accepted by the Owner and Architect or, in the absence of an accepted submittal schedule, with reasonable promptness and frequency and in such sequence and uniform flow rate consistent with the submittal schedule as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. The Contractor shall notify the Owner and Architect of any expedited review required. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action, which will not constitute an Owner-caused delay to the Contractor. At the time of submission, the Contractor shall inform the Architect in writing if expedited review is requested or if there is any deviation in the Shop Drawings, Product Data, or Samples from the requirements of the Contract Documents (which deviations must be subsequently accepted by the Owner before the Work may proceed). So far as practicable, each Shop Drawing or Product Data submittal shall bear a cross reference note referring to Drawing or detail numbers on the Drawings showing the same Work in order to facilitate checking of Shop Drawing or Product Data and their prompt return to the Contractor. Shop Drawings for interrelated work shall be submitted at approximately the same time.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved each submittal, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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.1 Each submittal shall bear a stamp or specific written indication that the Contractor has satisfied its responsibilities under the Contract Documents with respect to the review of the submission. The Contractor's superintendent shall initial each submittal. Submittals that are simply passed through by the Contractor without proper Contractor review and coordination as required, are not acceptable.

.2 Each submittal shall be accompanied by a completed Submittal Cover Sheet, as included in the Project Manual or provided by the Architect, which shall clearly identify applicable Specification Section and paragraph number(s), material, supplier, pertinent data such as catalog numbers, and the use for which it is intended.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review and acceptance of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and no exceptions taken by the Architect or the Work is otherwise authorized to proceed.

§ 3.12.8 The Work shall be in accordance with accepted submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval, review or acceptance of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written acceptance of the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval, review or acceptance thereof. Any corrections or modifications to Shop Drawings made by the Architect shall be deemed accepted by the Contractor, without change in GMP or Contract Time, unless the Contractor provides the Architect with written notice at least three (3) working days before commencing any Work from such Shop Drawings and complies with the change procedures in the Contract Documents. The Contractor shall make all corrections requested by the Architect and, when requested by the Architect, provide one or more corrected submittals without change in the GMP or Contract Time.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval or acceptance of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to Section 4.2.7, the Architect will review, accept or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.12.11 Any mechanical and electrical systems shown in the Drawings are diagrammatic (other drawings may also be diagrammatic.) The Contractor shall have responsibility for coordination and clash detection with other building systems. The Contractor shall provide dimensioned shop/installation Drawings and details for all plumbing piping, ductwork, heating system piping, underground hot water piping, hot water boilers, and accessories to indicate complete systems. Shop Drawings shall be to 1/4" = 1'-0" minimum scale in all mechanical rooms, boiler rooms, as well as where accuracy or location is necessary for coordination or installation purposes. Ductwork shop drawings shall include a separate drawing to not less than 1/4" = 1'-0" scale showing all duct penetrations through structure (floors, roof, and walls) dimensioned, and all equipment locations, weights and pad details for all HVAC equipment. Critical dimensions of all equipment pad, and pipe or duct penetrations through structure shall be included.

§ 3.13 Use of Site

The Contractor shall use the site solely for Work on this project. Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, permits, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Materials and equipment on site shall be used directly in the Work and not stored on site after their use is complete. There shall be no use of existing on-site facilities (parking, toilets, etc.) without the Owner's prior approval. Portions of the site may be occupied and in use during construction. The Contractor is responsible to coordinate its Work with any such occupation or use at no increase to the GMP or Contract Time and at no disruption to the occupancy or use.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly in accordance with the Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching to the sole satisfaction of the Owner.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Existing structures and facilities, including but not limited to buildings, landscaping, utilities, topography, fencing, streets, curbs, and walks, that are damaged or removed due to excavations or other construction work of the Contractor, shall be patched, repaired or replaced by the Contractor to the satisfaction of the Owner, the owner of such structures and facilities, and governmental authorities having jurisdiction. In the event the governmental authorities require that the repairing and patching be done with its own labor and/or materials, the Contractor shall abide by such regulations and it shall pay for such work at no change in the GMP or Contract Time.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area, including roads, free from accumulation of waste materials, rubbish, dust, dirt and debris caused by operations under the Contract. The Contractor shall furnish portable containers on site for use by all trades. At the Owner's request and, in any event, at Substantial Completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor for any cleanup costs. The Contractor shall only use waste receptacles provided by the Contractor and shall appropriately dispose of any waste material off site.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Owner's agents with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but

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shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law and subject to the following conditions, the Contractor shall defend, indemnify and hold harmless the Owner, its Council members, officials, employees, consultants, and agents, and employees, successors and assigns of any of them ("Indemnified Parties") from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from the acts or omissions of the Contractor, a Subcontractor of any tier, their agents, and anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable ("Indemnitor"). Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.1.1 The Contractor shall fully defend, indemnify, and hold harmless the Indemnified Parties for the sole negligence of the Indemnitor. The indemnification obligations provided in this Section 3.18 do not extend to claims, damages, losses, and expenses arising from the sole negligence of the Indemnified Parties.

§ 3.18.1.2 If such claims are caused by or are resulting from the concurrent negligence of (i) the Indemnified Parties, and (ii) Indemnitor, then the Contractor shall be obligated to defend, indemnify, and hold harmless the Indemnified Parties only to the extent of the Indemnitor's negligence. The Contractor agrees to being added by the Owner as a party to any arbitration or litigation with third parties in which the Owner alleges indemnification or contribution from the Contractor, any of its Subcontractors of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The Contractor agrees that all of its Subcontractors of any tier shall, in their subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) of any tier. To the extent any portion of this Section 3.18 is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor of any tier under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Owner, the Architect and their respective consultants only under Title 51 RCW, "Industrial Insurance."

§ 3.18.3 To the extent the wording of this Section 3.18 would reduce or eliminate an available insurance coverage of the Contractor or the Owner, this Section 3.18 shall be considered modified to the extent that such insurance coverage is not affected.

§ 3.19 Substitutions

§ 3.19.1 Substitution requests after the Contract has been executed are disfavored; the Owner and the Architect may consider a written request for the substitution of material or products only under exceptional circumstances as specified in the Contract Documents. The written request must include all information designated in the Contract Documents, including without limitation the specifications for the material or product and any proposed change in the GMP or Contract Time.

§ 3.19.2 By requesting a substitution, the Contractor represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified, that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that it waives any other known or unknown Claim for an increase in the GMP or Contract Time, and that it will coordinate the installation of the substitute if accepted and make all associated changes in the Work.

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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture or engineering in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative and does not include any employees of the Owner.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Owner will administer the Agreement with assistance from the Architect. The Architect shall have authority to act on behalf of the Owner only as specifically identified in the Contract Documents or as otherwise theorized in writing by the Owner.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with and to keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Neither the Architect nor the Owner will have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. The presence of the Architect or the Owner at the site shall not in any manner be construed as assurance that the Work is being completed in compliance with the Contract Documents, nor as evidence that any requirement of the Contract Documents of any kind, including notice, has been met or waived. The Contractor shall reimburse the Owner for any amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Neither the Architect nor the Owner will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Architect nor the Owner will have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. Neither the Architect nor the Owner will be responsible for defining the extent of any subcontract or dealing with disputes between the Contractor and third parties.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communication has been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect in all communications that relate to or affect the Architect's services or professional responsibilities or matters arising out of or relating to the Contract. The Contractor shall simultaneously provide the Owner with a direct copy of all written communications to the Architect, including all notices, requests, transmittals, substitutions, RFIs, Claims, and potential changes in the GMP or Contract Time but not including Shop Drawings, Product Data or Samples. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor except as provided in the Contract Documents. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's observations and evaluations of the Work and the Contractor's Applications for Payment, the Architect will make recommendations to and otherwise assist the Owner to determine the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 Both the Architect and the Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Section 13.5, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner or their representatives to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, accept or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, Samples, and other submittals required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design intent expressed in the Contract Documents. The Architect's action will be taken with reasonable promptness in accordance with the submittal schedule accepted by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, weights or gauges, fabrication processes, coordination with the work of other trades, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval or acceptance of a specific item shall not indicate approval of an assembly of which the item is a component. The Contractor shall clearly note, and the Architect shall not be required to search out, any deviations from the Contract Documents not clearly identified by the Contractor, nor shall the Architect be required to review partial submissions of those for which submission for correlated items have not been received. Regardless of how a submittal is marked, the Contractor should not presume that the Architect has reviewed a submittal in every aspect.

§ 4.2.8 The Architect or Owner will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will make observations, make recommendations and otherwise assist the Owner to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents and pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, Drawings and Specifications and any modifications thereto on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2.11, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fifteen (15) days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance of the Contract by both Owner and

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Contractor, will not show partiality to either, and will not be liable to the Contractor for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and agreeable to the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within a reasonable time and any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to supply materials or equipment. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.1.3 A Subcontractor of any tier is a Subcontractor or a Sub-subcontractor.

§ 5.1.4 The designation of terms in this Article 5 is not meant to change or alter the definitions contained in Chapter 60.28 RCW ("Lien for Labor, Materials, Taxes on Public Works"), Chapter 39.12 RCW ("Prevailing Wages on Public Works"), or other statutory definitions of a subcontractor for the purposes of such statutes.

§ 5.1.5 Responsible Subcontractor: This designation reflects a person or entity who is qualified and can document training, experience, license, and special certification to perform work, supply materials, or provide equipment required and specified by the Contract Documents.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Within ten (10) days after issuance of the Conditional Notice to Proceed, the Contractor shall notify the Owner and Architect in writing of all persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design (i.e., at least two percent (2%) of the GMP), as well as the proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work. The Contractor shall organize this list of Subcontractors in the same sequence as the Index of Specification Sheets, and state the Work category followed by the name of the Subcontractor and/or fabricator (or "Contractor" where the portion of the Work is by the Contractor's own forces), including the address, telephone number, individual name of the project contact, and his or her email address. The list shall be accompanied by evidence of any qualifications required within the technical sections of the Project Manual and satisfactory to the Architect and Owner. The list shall be updated promptly as part of the payment process if additional Subcontractors of any tier are engaged. No action or inaction of the Owner or Architect in response to receipt of the names of the proposed Subcontractors of any tier shall constitute approval of any Subcontractor of any tier or of its performance. The Architect may reply promptly to the Contractor in writing stating whether or not the Owner or the Architect (1) has, after due investigation, reasonable objection to any such proposed person or entity or (2) requires additional time for review. "Reasonable objection" shall include without limitation lack of "responsibility" of the proposed Subcontractor, as defined in RCW 39.04.350 or lack of qualification as required within the technical sections of the Project Manual, or as otherwise described in Section 5.2.3. Failure of the Architect to reply promptly shall constitute notice of no reasonable objection. If the Owner makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the GMP or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the GMP and Contract Time.

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§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a timely and reasonable objection as not "responsible."

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor or a Subcontractor as not "responsible," the Contractor or Subcontractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was qualified, "responsible," and reasonably capable of performing the Work, the GMP and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued. However, no increase in the GMP or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting qualified names as required, and no increase in the GMP or Contract Time shall be allowed for such change (1) if the Owner reasonably concludes that a proposed Subcontractor of any tier has materially failed to perform satisfactorily (such as causing a material delay) on one or more projects for the Owner within three years of the bidding date or is otherwise not "responsible" as defined in the Contract Documents, the bidding documents, and RCW 39.04.350; (2) if the proposed Subcontractor is not qualified as required within the technical sections of the Project Manual; or (3) if the proposed lower-tier Subcontractor is different from the entity listed with the first-tier Subcontractor's Bid. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work or compliance with all of the requirements of the Contract within the GMP and Contract Time.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. If the Owner reasonably concludes that any portion of the Work subcontracted by the Contractor is not being performed in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, remove the Subcontractor performing such work. This removal shall not relieve the Contractor of its responsibility for the performance of the Work or complying with all of the requirements of the Contract within the GMP and Contract Time, nor shall the Owner be obligated to so request.

§ 5.2.5 The Contractor shall verify responsibility criteria for each first-tier Subcontractor. A Subcontractor of any tier that engages other Subcontractors must verify responsibility criteria for each of its lower-tier Subcontractors. Verification shall include that each Subcontractor of any tier, at the time of subcontract execution, meets the responsibility criteria listed in the bidding documents for the bid package.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Contractor shall provide to the Owner copies of the written agreements between the Contractor and any Subcontractor, and a Subcontractor and any sub-tier Subcontractor, upon request.

§ 5.3.2 The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors of any tier, including any suppliers of early procurement items and any assigned Subcontractors. No subcontracting of any of the Work shall relieve the Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or from its responsibility for the performance of any other of its obligations under the Contract Documents. The Contractor is responsible for the timely, accurate and appropriate Subcontractor coordination of the Work of lower tier Subcontractors in accordance with the overall Work, including communications, meetings, drawings, illustrations, and other necessary associated activities required for the successful coordination of all trades, schedules, materials and workmanship. The Owner shall provide to the Contractor copies of any written

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Owner-Supplier agreements to any early procurement contracts, to the extent that such agreements are identified in the Specifications.

§ 5.3.3 The Contractor agrees to diligently, and using its best efforts, cause each Subcontractor of any tier to correct, at that Subcontractor's own expense, all Work performed by the Subcontractor of any tier that is defective in material or workmanship or otherwise fails to conform to the Contract Documents, including all necessary removal, replacement and/or repair of any other portion of the Project which may be damaged in removing, replacing or repairing any portion of the Project. If any Subcontractor of any tier defaults in its obligations to promptly correct any such deficiency, the Contractor shall be responsible for correcting the deficiency.

§ 5.3.4 The Contractor shall provide, and shall cause its Subcontractors of any tier to provide, all required notices and comply with all applicable health and safety laws, rules, regulations, codes and lawful orders of public authorities and of quasi-governmental authorities relating to the Work, including without limitation all OSHA and WISHA requirements, and the Contractor shall, and shall cause applicable Subcontractors of any tier to, indemnify, defend and hold harmless the Owner from and against any and all claims, liabilities, fines and attorneys' fees arising from any failure of the Contractor or a Subcontractor of any tier to have complied with any such requirements in any respect.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner pursuant to Section 14.2 or 14.4 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, but only for events and payment obligations that arise after the date of the assignment.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than sixty (60) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Subcontractor Responsibility

§ 5.5.1 The Contractor shall include the language of this Section 5.5 in each of its first tier subcontracts, and shall require each of its Subcontractors to include the same language of this Section 5.5 in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that each Subcontractor meets the Subcontractor responsibility criteria in Section 5.5.2 below. The requirements of this Section apply to all Subcontractors regardless of tier.

§ 5.5.2 At the time of subcontract execution, the Contractor shall verify that each of its first tier Subcontractors meets the following bidder responsibility criteria:

.1 Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

.2 Have a current state unified business identifier (UBI) number;

.3 Have received training on requirements related to public works and prevailing wage as required by RCW 39.04.350;

.4 Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW.

.5 Not have been out of compliance by the Washington State apprenticeship and training council for

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working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year immediately preceding the date of the bid solicitation;

.6 If applicable, have:

(a) industrial insurance (workers' compensation) coverage for the Subcontractor's employees working in Washington, as required by Title 51 RCW;

(b) a Washington Employment Security Department number, as required by Title 50 RCW;

(c) a Washington Department of Revenue state excise tax registration number, as required by Title 82 RCW;

(d) an electrical contractor license, if required by Chapter 19.28 RCW;

(e) an elevator contractor license, if required by Chapter 70.87 RCW; and

(f) a plumbing contractor license in compliance with chapter 18.106 RCW.

.7 Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

§ 5.6 Liens

§ 5.6.1 The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors of any tier) to the extent that the Owner has paid the Contractor for such. The Contractor shall furnish to the Owner such releases of liens and Claims and other documents monthly with its payment application to evidence such payment (and discharge). The Owner may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are furnished. The Contractor may provide other security acceptable to the Owner, such as a bond, in lieu of paying disputed liens or Claims.

§ 5.6.2 The Contractor shall defend, indemnify, and hold harmless the Owner from any liens, including all expenses and the Architect's and attorneys' fees, except to the extent a lien has been filed because of the failure of the Owner to make a contractually required payment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15, except that the Contractor shall have no Claim for such construction or operations to the extent disclosed in the Bidding Documents or Contract Documents or known to the Contractor prior to execution of the GMP Amendment. The Contractor is also responsible to coordinate its Work with any other entities performing work on or adjacent to the site, such as work in the right of way and work by utility companies, and the Contractor shall incorporate such work into the Construction Schedule.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the Construction Schedule deemed necessary after a joint review and mutual agreement with the Owner. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

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§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. If the Contractor receives items from a separate contractor or from the Owner for storage, erection or installation, the Contractor shall acknowledge receipt for items delivered, and thereafter will be held responsible for the care, storage and any necessary replacement of items received.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect and the Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect or Owner of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not reasonably discoverable or apparent.

§ 6.2.3 The Contractor shall reimburse and indemnify the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15, except that the Contractor shall have no Claim for such construction or operations to the extent disclosed in the Bidding Documents or Contract Documents or known to the Contractor prior to execution of the Contract. The Contractor is also responsible to coordinate its Work with any other entities performing work on or adjacent to the site, such as work in the right of way and work by utility companies, and the Contractor shall incorporate such work into its construction schedule.

§ 6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 Should the Contractor or any of its Subcontractors of any tier cause damage of any kind, including but not limited to delay, to any other contractor or Subcontractor on the Project, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor or Subcontractor by agreement or otherwise to resolve the dispute.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible plus a ten percent (10%) markup on such costs.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, solely by Change Order (CO), Construction Change Directive (CCD) or order for a minor change in the Work, subject to the limitations and qualifications stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Owner or Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 A "minor change in the Work" referenced above is a change which has no direct or indirect effect upon the

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GMP or Contract Time and includes, but is not limited to, a supplemental instruction or ASI.

§ 7.1.5 The Owner may request the Contractor vto propose the amount of change in the GMP, if any, and the extent of change in the Contract Time, if any, arising from the proposed change in the Work. The Contractor shall submit its responsive proposal as soon as possible and within ten (10) business days, and shall in good faith specify the components and amount by which the GMP and/or Contract Time would change. Labor, materials and equipment shall be limited to and itemized in the manner described in Sections 7.1 through 7.7 of the Agreement for the Contractor and Section 7.5 of these General Conditions for Subcontractors of any tier. If the Contractor fails to respond within this time, the Owner may withhold some or all of a progress payment otherwise due until the tardy proposal is received. If the Owner explicitly accepts the proposal in writing, the Owner and the Contractor will be immediately bound to the terms of the proposal, the change will be included promptly in a future Change Order, and the change in the Work described in the proposal shall commence expeditiously. The Owner may reject the proposal, in which case the Owner may either not effectuate the change in the Work or may order the change through a Construction Change Directive or supplemental instruction or an order for a minor change in the Work. The Architect and the Owner may confer directly with Subcontractors of any tier concerning any item proposed to the Owner under this Article. The Contractor may submit a Change Order Proposal to Owner to propose the amount of change in the GMP, if any, and the extent of change in the Contract Time, if any, arising from the proposed change in the Work. The Owner shall, within thirty (30) days of its receipt of Contractor's Change Order Proposal, accept, dispute, or reject the Proposal. If the Proposal is disputed or rejected, the Owner shall state in writing why part or all of the request is disputed or rejected. If the Owner does not respond in writing to a Change Order Proposal within thirty (30) days, the Contractor shall not be deemed to have waived any right to the claims process in Section 15.

§ 7.1.6 If the Contractor adds a reservation of rights that has not been initialed by the Owner to any Change Order, Construction Change Directive, Change Order Proposal, Application for Payment or any other document, all amounts therein shall be considered disputed and not due or payable unless and until costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and, in all cases, initialed by the Owner. If the Owner makes payment for a Change Order or an Application for Payment that contains a reservation of rights not initialed by the Owner to indicate agreement with the reservation, and if the Contractor negotiates the check for such payment, then the reservation or rights shall be deemed waived, withdrawn and of no effect.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Architect, with assistance from the Owner, and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Contract Documents, including any change in the Work;
.2 The amount of the adjustment, if any, in the GMP; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and the Owner and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the GMP or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the GMP and Contract Time being adjusted accordingly. The Owner's use of a Construction Change Directive does not constitute agreement that the directive constitutes a change in the Work, the GMP, or the Contract Time. For any change in the Work, whether initiated by a Construction Change Directive or a Change Order Proposal, the Contractor must submit its proposed price and any proposed extension of the Contract Time to the Owner within ten (10) days of the date of the Construction Change Directive or Change Order Proposal. If the Contractor fails to submit a proposed price and time within this time period, the Owner may establish what it believes to be the fair price of the changed work, and any additional Contract Time, and this price and time submitted by the Owner shall be final and binding upon the parties, as if they had signed a Change Order in this amount, without recourse to submitting any claims or litigation. Payment for any Changes to the Work shall not exceed the labor and equipment indicated on the daily work logs.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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§ 7.3.3 If the Construction Change Directive provides for an adjustment to the GMP, the adjustment shall be based on one of the following methods or as mutually agreed by the Owner and the Contractor:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be proposed by the Owner and determined in a manner agreed upon by the parties (accompanied by the Contractor's itemized estimate of probable cost) and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees pursuant to Section 7.3.5, or if cost is to be determined under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with supporting data. In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs including labor, equipment, materials, and subcontract costs. Labor, equipment, and materials shall be itemized in the manner described in Section 7.5. When major cost items arise from Subcontractors or Suppliers of any tier, these items shall also be itemized, using the approved Change Proposal detail provided to the Contractor by the Owner. Approval may not be given without such itemization. Failure to provide data within fourteen (14) days of the Owner's issuance of a Constructive Change Directive shall constitute waiver of any Claim for changes in the GMP or Contract Time. Furthermore, the Owner shall have the right to audit the books, records and contracts of the Contractor and of any Subcontractor or Supplier of any tier seeking a change in the GMP. The total cost of any change, including a Claim under Article 15 shall be limited to the reasonable value, as determined by the Owner, assisted by the Architect (subject to appeal through the dispute resolution procedure of Section 15.3), of the items in Section 7.5. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost for the work in the locality of the Project or the cost of the work in the current edition of R.S. Means Company, Inc., Building Construction Cost Data.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. As soon as possible, and within seven (7) days of receipt, the Contractor shall advise the Architect and Owner in writing of the Contractor's agreement or disagreement with the proposed adjustment or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the GMP or Contract Time. The Contractor's response shall reasonably specify the reasons for its disagreement and the adjustment or other terms that it proposes. Without such timely written response, the Contractor shall conclusively be deemed to have accepted the Owner's adjustment. The Contractor's disagreement shall not relieve the Contractor of its obligation to comply promptly with any written notice issued by the Owner or the Architect. The adjustment shall then be determined by the Architect in accordance with the provisions of the Contract Documents. The ultimate adjustment shall not exceed the larger amount submitted.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the GMP and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into a Change Order.

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the GMP shall be the largest of (i) the reasonable and prevailing value of the deletion or change, (ii) the line item value in the Schedule of Values, or (iii) the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, and provided that any reservations of rights regarding the Construction Change Directive have been initialed by the Owner, amounts not in dispute for such changes in the Work may be included in Applications for Payment, accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

§ 7.3.9 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the GMP and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner, with the Architect's assistance, will include the change in the next available Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.3.10 The Owner's final determination, in consultation with the Architect, concerning the adjustments in the GMP and/or Contract Time resulting from a Construction Change Directive constitute an "Event" for the purposes of submitting a Claim under Section 15.2.

§ 7.3.11 If the Contractor disagrees with the adjustment in the GMP or Contract Time, the Contractor must make a Claim in accordance with applicable provisions of Article 15 or such claim will be waived.

§ 7.4 Minor Changes in the Work

The Architect and the Owner have authority to order minor changes in the Work (sometimes called a Design Clarification or Architect's Supplemental Instruction or ASI) not involving adjustments in the GMP or the Contract Time and not inconsistent with the intent of the Contract Documents and do not involve an adjustment in the GMP or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the GMP or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the GMP or Contract Time, the Contractor waives any adjustment to the GMP or extension of the Contract Time.

§ 7.5 Pricing Components

For the Contractor, the value of any changed Work or of any Claim for an increase or decrease in the GMP shall be limited to the Cost of the Work and Fee defined in the Agreement. For Subcontractors of any tier, the total cost of any Change in the Work or of any other increase or decrease in the GMP, including a Claim, shall be limited to the following components:

§ 7.5.1 Direct Labor Costs: These are the labor costs determined by the number of additional craft hours and the hourly costs necessary to perform the Change in the Work. The hourly cost shall be based upon the following:

.1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Subcontractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Subcontractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Contractor shall provide copies of certified payrolls for itself and Subcontractors of any tier upon the Owner's request.

.2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance, medical aid, and supplemental pension by class and rates established by the Washington Department of Labor and Industries.

.3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

.4 **S**afety costs not to exceed two percent (2%) of the sum of amounts in .1, .2 and .3 above.

Upon the Owner's request, the Contractor shall substantiate all claimed wage rates and shall provide a breakdown of the various components of the labor costs in a form provided or approved by the Owner.

§ 7.5.2 Direct Material Costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the Change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Owner. If the Contractor is offered discounts and/or rebates based upon prompt payment, the Contractor shall offer the Owner the opportunity to take advantage of such discount and/or rebate, and if the Owner makes such a prompt payment then the Owner shall only be charged the price as reduced by the discount and/or rebate. If the Owner declines the opportunity the contractor may keep any such discounts and/or rebates it achieves through its own prompt payment. If the Contractor does not provide the Owner the opportunity to participate then the Contractor may only charge the net costs after consideration of discounts and rebates.

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§ 7.5.3 Construction Equipment Usage Costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the Change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose, California, as modified by the AGC/WSDOT agreement or the actual, reasonable rate paid to unrelated third parties as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the Change in the Work. If more than one rate is applicable, the best available rate will be utilized. The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance to the same extent as the comparable Blue Book or fair market rate. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. When rental rates payable do not include fuel, lubrication, maintenance, and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. The rate for equipment necessarily standing by for future use on the changed work shall be no more than 50% of the rate established above. If equipment is required for which a rental rate is not established by Blue Book, an agreed rental rate shall be established for that equipment, which rate and use must be approved by the Owner prior to performing the Work.

§ 7.5.4 Cost of Change in Insurance or Bond Premium: This is defined as:

.1 Subcontractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance provided under Section 11.1.3, and subject to audit) of any change in the Subcontractor's liability insurance arising directly from the changed Work; and

.2 Public works bond: The actual cost (expressed as a percentage submitted with evidence of bondability under Section 11.5, and subject to audit) of the change in the Subcontractor's premium for the Subcontractor's statutorily required performance and payment bond arising directly from the changed Work.

Upon request, the Subcontractor shall provide the Owner with supporting documentation from its insurer or surety of any associated cost incurred. The Contractor is not entitled to any increased premium for insurance or bonds as those costs are included within the Contractor's Fees. The Contractor is not entitled to any increased premium on any retainage bond as such bonds are optional.

§ 7.5.5 Lower-Tier Subcontractor Costs: These are payments the Subcontractor makes to lower-tier Subcontractors for changed Work performed by such Subcontractors. The lower-tier Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 7.5.

§ 7.5.6 Subcontractor's Fee: This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including facilities, purchasing, clerical, project manager, project engineer, other engineers, project foreman, estimator, superintendent and their vehicles and clerical assistants), taxes (except for sales tax), employee per diem, subsistence and travel costs, warranty, safety costs, printing and copying, quality control/assurance, purchasing, small or hand tool (a tool that costs $500 or less and is normally furnished by the performing contractor) or expendable charges, preparation of as-built drawings, impact on unchanged Work, Change Order and Claim preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise). No such costs may be added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. No fee shall be due, however, for direct settlements after Substantial Completion by the Owner of Subcontractor Claims. The Fee shall be limited in all cases to the following schedule:

.1 A Subcontractor of any tier shall receive 10% of the cost of any materials supplied or work properly performed by that Subcontractor's own forces.

.2 A Subcontractor of any tier shall receive 7% of the amount owed (less fee) directly to a lower-tier Subcontractor or supplier for materials supplied or for work properly performed by that Subcontractor or supplier.

.3 The cost to which this Fee is to be applied shall be determined in accordance with Section 7.5.1 through 7.5.4.

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If a Change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction. If the changed Work is performed by a wholly-owned subsidiary or by a company with common ownership interests (i.e., at least 50% similar ownership) of the Contractor or any Subcontractor, then only the entity performing the changed Work may receive a Fee per the above schedule and the higher-tier company shall not be entitled to any Fee. The parties acknowledge that the Fees listed in this Section 7.5.6 are substantially greater than the fees and overhead normally included in determining the GMP bid and Subcontractor bid prices; that these higher percentages are a sufficient amount to compensate the Subcontractors for all effects and impacts of Changes in the Work; and that the resultant overcompensation of the Subcontractors for some Changes compensates the subcontractors for any Changes for which the Contractor or Subcontractors believe the percentage is otherwise insufficient.

§ 7.5.7 The cost of any changed Work or of any other increase or decrease in the GMP, including a Claim, shall not include, among other things, consultant costs, attorneys' fees, or Claim preparation expenses. Such costs are not recoverable from the Owner.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established by the Owner in its conditional notice to proceed issued for each phase of the Work. Work on the site may begin for a phase when the Contractor complies with the requirements of the notice to proceed. The date of commencement of all the Work is the date established by the Owner in its first conditional notice to proceed issued for a phase of the Work.

§ 8.1.3 The date of Substantial Completion of the Work (or a designated portion thereof) is the date certified by the Architect and set by the Owner in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.5 "Conditional Notice to Proceed" is the written notice issued by the Owner identifying the date of commencement of the Work and identifying conditions to be satisfied before Work on site may commence.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence the Work prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time and shall achieve Final Completion within sixty (60) days thereafter (or such other period of time for specific phases as is specified in the Contract Documents).

§ 8.2.4 Liquidated Damages. THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO THE OWNER. The Owner will incur serious and substantial damage if Substantial Completion of the Work or a designated portion thereof does not occur within the Contract Time; however, it would be difficult, if not impossible, to determine the amount of such damages, which could include, for example, personnel and overtime costs, transportation costs, governmental fees, storage costs, loss of use, and lost opportunities. Consequently, the Owner may include a reasonable estimate of loss in the Contract Documents ("Liquidated Damages") that will be assessed for failure to complete the Project within the Contract Time. The Owner's right to Liquidated Damages is not affected by partial completion, occupancy, or beneficial occupancy. The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts, overtime operations and weekend and holiday work as may be necessary to insure the completion of the Work or designated portions thereof

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in accordance with the date of Substantial Completion and the accepted Construction Schedule. If the Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) of any tier fails to meet the Construction Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations or days of work (to the extent allowable under the Noise Ordinance of Vancouver's Municipal Codes, VMC 20.935.030 and VMC 7.05) or other means and methods, all without additional cost to the Owner. Not withstanding the foregoing, the maximum amount of liquidated damages will be capped at an amount equal to the aggregate amount of the Contractor's Fee.

§ 8.2.5 If the Work is to be performed in phases, with separate dates set forth for Substantial Completion elsewhere in the Contract Documents, then the specified Liquidated Damages shall apply separately to each such phase unless otherwise specified.

§ 8.2.6 Any provisions in the Contract for Liquidated Damages are intended to be in lieu of the liability of the Contractor for delay damages sustained by the Owner but shall not relieve or release the Contractor from liability for any and all other damages suffered by the Owner due to other breaches of the Contract or suffered by separate contractors.

§ 8.2.7 It is the Contractor's option, but not its right, to attempt to complete the Project earlier than the dates specified in the Contract Documents. Thus, any Claim based upon delay shall be evaluated based upon the dates specified in the Contract Documents, not an earlier projected completion that the Contractor may propose.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work only to the extent reflected in approved Change Orders providing for specific extensions of the Contract Time; (3) by unanticipated, abnormal weather (see Section 15.1.3); (4) by unexpected industry-wide labor disputes, fire, seismic event, unusual delay in deliveries, governmental delays (including unanticipated permit delays not caused by the Contractor; delays caused by a local jurisdiction's scheduled days off shall not be considered an excusable delay), unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.4, or other causes beyond the Contractor's control; (5) by delay authorized by the Owner pending mediation and binding dispute resolution; or (6) by other causes that the Contractor asserts, and the Architect determines, may justify delay, then the Contract Time shall be extended for such reasonable time as the Owner and Architect may determine, limited to the change in the actual critical path of the Construction Schedule directly caused thereby, as the Owner may determine consistent with the provisions of the Contract Documents. In no event, however, shall the Contractor be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the Construction Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion, or (2) delay transforming an activity into the critical path of the Construction Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15 and shall include any proposed changes in the Contractor's Construction Schedule or the Contract Time, a description of any event that could delay performance or supplying of any item of the Work, the expected duration of the delay, the anticipated effect of the delay on the Contractor's Construction Schedule, and the action being taken to correct the delay situation. That the Owner or the Architect may be aware of the occurrence or existence of a delay through means other than the Contractor's written notification shall not constitute a waiver of a timely or written notice or Claim. The Contractor has an obligation to minimize and mitigate schedule impacts.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

.1 If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not an increase in the GMP. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the GMP. The Contractor shall be entitled to a change in the GMP only if the delay was caused by the Owner or the Architect, or anyone acting on behalf of them. The Contractor shall not recover

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damages, an equitable adjustment or an increase in the GMP or Contract Time from the Owner where the Contractor could have reasonably avoided the delay by the exercise of due diligence. The Contractor shall be able to recover an increase in the GMP, provided it is consistent with the terms of the Contract Documents, only if the delay was in the critical path, could not have reasonably been avoided, was unreasonable and was caused by the Owner or anyone acting on its behalf as permitted under the Contract Documents. The Owner is not obligated directly or indirectly for damages, an equitable adjustment, or an increase in the GMP for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.

.2 In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Owner for delay beyond the payment permitted in Section 7.5.6, it is agreed that the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the original Specified General Conditions divided by the number of days of Contract Time. By submitting its proposal and by signing the Contract, the Contractor represents that it would be difficult, if not impossible, to determine the amount of any delay damages due it, that it has taken this provision for liquidated damages into consideration in its bid, and that these liquidated damages are a reasonable estimate of its loss. No damages will be allowed for any time prior to ten (10) days before receipt of written notice of the Claim of the delay pursuant to Article 15.

.3 The Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; rescheduling of work, schedule compression; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended or expanded overhead or general conditions; profit upon damages for delay; impact damages; cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the percentage Fee on Change Orders paid through Section 7.5.6 and any liquidated damages paid hereunder.

.4 The Contractor shall not be entitled to any adjustment in the Contract Time or the GMP, or to any additional payment of any sort, by reason of the loss or the use of any float time, including time not on the critical path or time between the Contractor's anticipated completion date and the end of the Contract Time, whether or not the float time is described as such on the Construction Schedule.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum consists of the Cost of the Work (including Negotiated Support Services and Specified General Conditions), and the Contractor's Fee. The Contract Sum shall not exceed the GMP.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices, but not the Contract Time or any other portion of the GMP, shall be equitably adjusted.

§ 9.2 Schedule of Values

At least fourteen (14) days before the first Application for Payment, the Contractor shall submit a schedule of values ("Schedule of Values") to the Architect and Owner, consistent with the Contract Documents, allocating the entire GMP to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. At a minimum, the Schedule of Values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner or Architect. At a minimum, the Work shall be itemized by Specification section or system, separate values for labor, materials and equipment shall be provided, and line items on the Schedule of Values shall be tied to the Construction Schedule. Quantities shall be provided for each section or system of the Work. The Contractor shall itemize and prepare the Schedule of Values for approval by the Owner with respect to form, content, and level of detail. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the Schedule of Values shall be submitted to the Owner and Architect and supported by such data to substantiate its accuracy as the Owner or Architect may require, and unless objected

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to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

.1 Mobilization shall be a maximum of one-half of one percent (0.5%) of the GMP, and shall be paid only if supported by an itemized breakdown of costs acceptable to the Owner.

.2 Payment applicable to the expenses of Contractor's bond and/or builder's risk insurance (to the extent Contractor is required to procure such insurance) will be made only upon receipt of paid invoices from surety and/or insurance carrier.

.3 No payment will be made for Shop Drawings or submittals until on-site receipt of materials, except for structural steel, fire sprinkler, automatic temperature control, elevator, transformers, switchgear, ground source heat exchange system, and fire alarm shop drawings that have been reviewed and accepted by the Architect.

.4 The Schedule of Values shall allocate at least one percent (1%) of the GMP to Commissioning of Operational Systems, as defined in the Contract Documents.

.5 The Schedule of Values shall allocate at least one percent (1%) of the GMP for completion of punch list items for the Contractor and all Subcontractors.

.6 The Schedule of Values shall allocate at least one half percent (.5%) of the GMP for completion of approved operations and maintenance data and the delivery of warranties for the Contractor and all Subcontractors.

.7 The Schedule of Values shall allocate at least one half percent (.5%) of the GMP for completion of record drawings, delivery of extra stock, and all other documentation or items of the Work required for Final Completion of the entire Project for the Contractor and all Subcontractors.

.8 The Schedule of Values shall allocate at least two percent (2.0%) of the Specified General Conditions for preparation and submittal of the Construction Schedule plus another at least two percent (2.0%) of the Specified General Conditions for preparation and submittal of the monthly schedule updates.

Any changes to the Schedule of Values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the application. These amounts are paid in trust to the Contractor for distribution to Subcontractors to the extent and in accordance with the approved Application for Payment.

§ 9.3.1.1 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. A payment request shall not be valid unless it complies with the requirements of the Contract Documents.

§ 9.3.1.2 Payments to Subcontractors. No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the subcontractor under the subcontract (such as for unsatisfactory performance or non-payment of sub-subcontractors), the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor, the Owner and the Architect written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within eight (8) working days after the Subcontractor satisfactorily completes the remedial action identified in the notice.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of project specific materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in writing and in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall

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include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment (except that title to demolition removed from the site shall not pass to the Owner). The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 Retainage

§ 9.3.4.1 In accordance with RCW 60.28, a sum equal to five percent (5%) of each approved Application for Payment shall be retained. After award of a Contract for public improvements, or work for which retained percentages are required to be reserved under the provision of RCW 60.28, the Owner shall require the Contractor to exercise, in writing, one of the options listed below:

.1 Retained percentages will be retained in a fund by the Owner not subject to release until sixty (60) days following the Final Acceptance of the Work as completed and as provided in Section 9.10.4; or

.2 Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association and not subject to release until sixty (60) days following Final Acceptance of the Work as completed and as provided in Section 9.10.4; or

.3 Placed in escrow with a bank or trust company and not subject to release until sixty (60) days following the Final Acceptance of the Work as completed and as provided in Section 9.10.4.

.4 If the Contract provides a bond in place of retainage, it shall be in an amount equal to 5% of the GMP plus change orders. The minimum requirements for the bond are that it must be on a form acceptable to the Owner, with an A.M. Best rating of A- or better and a financial rating of no less than VII, and signed by a surety registered by the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner; additional requirements as established by the Owner may be applied.

§ 9.3.4.2 The Contractor or a Subcontractor may withhold payment of not more than five percent (5%) as retainage from the monies earned by any Subcontractor or Sub-subcontractor, pursuant to RCW 60.28, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Owner, the Contractor shall specify the amount of retainage and interest due a Subcontractor.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's approved Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial and Final Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the GMP.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Owner may, with or without the Architect's concurrence, withhold payment, and the Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, it may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the GMP;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
.7 unsatisfactory prosecution of the Work by the Contractor, including but not limited to failure to carry out the Work in accordance with the Contract Documents;
.8 delay by the Contractor and/or its Subcontractor(s) of any tier, or failure to comply with the Construction Schedule requirements;
.9 failure to submit affidavits pertaining to wages paid as required by statute;
.10 failure to submit a properly updated Construction Schedule;
.11 failure to comply with a requirement of the Contract Documents in which the Owner has reserved the right to withhold payment;
.12 liquidated damages;
.13 failure to properly maintain as-builts;
.14 failure to properly submit daily construction records;
.15 failure to properly submit certified payrolls; or
.16 failure to properly submit any other documents required of the Contractor under the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, and it has been approved by the Owner, the Owner shall make payment in the manner and within the time provided in the Contract Documents. So long as final, approved Applications for Payment are received prior to the tenth day of the month, the Owner will make a progress payment within thirty (30) days of an approved, fully itemized and fully executed Application for Payment that complies with all contractual requirements. The Owner shall be entitled to withhold payment to the extent provided by the Contract Documents, notwithstanding the issuance of a Certificate for Payment.

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§ 9.6.2 The Contractor shall pay each Subcontractor, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. If the Contractor does not receive payment for any cause which is not the fault of a particular Subcontractor but does receive payment for materials supplied or work performed by that Subcontractor, the Contractor shall pay that Subcontractor in accordance with its subcontract for its satisfactorily completed work, less the retained percentage

.1 The Contractor shall comply with all requirements regarding prompt payment including, but not limited to, the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor, satisfactory to the Owner, that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work and the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work.

§ 9.6.7 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect improperly fails to issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's timely, complete and approved Application for Payment under Section 9.3.1.2 (subject to the approved payment schedule), or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents, the amount due and owing to the Contractor, then the Contractor may, upon seven (7) additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. This right to stop Work does not apply in the case of the failure to issue a Certificate of Payment for amounts in dispute. The Contract Time shall be extended appropriately and the GMP shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, as provided for in A133 and Section 7.5 of these General Conditions.

§ 9.8 Substantial Completion and Occupancy

§ 9.8.1.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof designated and approved by the Owner and AHJ(s) is sufficiently complete in accordance with the Contract Documents so that the Owner can fully occupy or utilize the Work, or the designated portion thereof, for its intended use, including FF&E and staff occupancy. The fact that the Owner may occupy the Work or a designated portion thereof does not indicate that the Work is acceptable in whole or in part. All Work other than incidental corrective or punch list work and final cleaning shall be completed, including but not limited to the following:

.1 Obtain applicable occupancy permits, including fire/life safety systems and health department approval, pressure vessel permits, elevator permits, and similar approvals or certificate by governing authorities and franchised services, assuring the Owner's full access and use of completed Work.

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.2 Submit the Contractor's punch list of items to be completed or corrected and written request for inspection.

.3 Complete final start-up, testing, and commence instruction and training sessions on all major building systems including HVAC and controls, intercom, data communications, fire alarm, telephone, fire sprinkler, security and clocks, and establish a Date of Commissioning.

.4 Make final changeover of locks and transmit new keys to the Owner, and advise the Owner of the changeover in security provisions.

.5 Discontinue or change over and remove unnecessary temporary facilities and services from the project site.

.6 Advise the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.

.7 Complete final cleaning.

The work is not Substantially Complete unless the Architect reasonably judges that the Work can achieve Final Completion within sixty (60) days (or such other period of time as is specified in the Contract Documents), appropriate cleaning has occurred, all designated systems and parts are commissioned and usable, including balancing of the HVAC system, utilities are connected and operating normally and training sessions have occurred, all required temporary occupancy permits, pressure vessel permits, elevator permits, and similar approvals or certificate by governing authorities and franchised services, assuring the Owner's full access to the Work have been issued, O & M manuals have been submitted for review, and the Work is accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may occupy the Work or a designated portion thereof does not indicate that the Work is Substantially Complete or is acceptable in whole or in part, nor does such occupation toll or change any liquidated damages due the Owner.

§ 9.8.1.2 Date of Commissioning of Operational Systems. The systems of the Work so designated in the Contract Documents are considered "Operational Systems." Unless otherwise specified in the Contract Documents, the Operational Systems include the HVAC system, the data communications system(s), the intercom system, the life safety system(s), the clock system, the telephone system, and the security system. When the Contractor considers that the Operational Systems are complete and fully functional, up and running and ready for normal operation and functional performance testing (as may be specified overall or for any phases), and after all pre-commissioning checklists have been completed, the Contractor shall so notify the Architect in writing a minimum of thirty (30) days prior to the Date of Substantial Completion for that portion or phase as fixed in the Contract Documents. The Architect will then schedule a pre-commissioning inspection and observe the functional performance tests of these systems identified in the Contract Documents to determine whether the Operational Systems are complete and ready for normal operation. If the Architect's inspection discloses that the Operational Systems are not Substantially Complete or that any item is not in accordance with the requirements of the Contract Documents, the Contractor shall expeditiously, and before the Date of Commissioning, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine completion of the Operational Systems and pay the costs associated with the reinspections, including fees of any commissioning agent and the Architect and its consultants. As each of the Operational Systems is determined to be complete, the Architect will notify the Owner in writing, which shall establish the Date of Commissioning. Training of Owner personnel shall not begin until the Date of Commissioning and shall be conducted prior to departure of the installing entity from the site by appropriate Subcontractor personnel on site who are knowledgeable with the construction and operation of each system. The Operational Systems shall not be deemed Substantially Complete until they have operated, without incident or issue, for fourteen (14) consecutive days following the Date of Commissioning. Warranties on the Operational Systems required by the Contract Documents shall commence on the Date of Substantial Completion, unless otherwise provided, but the Contractor shall retain the responsibility to maintain the systems until Final Acceptance. The Date of Commissioning shall not have an effect on the duties of the parties at Substantial Completion.

§ 9.8.1.3 Indemnification. The Contractor shall defend, indemnify, and hold harmless the Owner and the Architect and their agents, employees, and consultants, successors and assigns from and against all claims, damages, losses and expenses of third parties, direct and indirect, or consequential, including costs, design professional fees, and attorneys' fees incurred by the Owner related to such claims and in proving the right to indemnification, arising out of or resulting from the failure of the Contractor to attain the Date of Commissioning less than thirty (30) days prior to the Date of Substantial Completion fixed by the Contract Documents. In particular, the Contractor acknowledges that a 30-day period after the Date of Commissioning and prior to occupancy is specified during which all HVAC, mechanical, electrical, control and environmental management systems are fully operational under procedures and

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loads intended to provide unoccupied space with positive performance for pre-occupancy environmental documentation, and the systems are scheduled to operate under a procedure intended to dissipate out-gassing that may occur from interior and other materials.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct items on the list and shall immediately clean up any dust or debris created through punch list work activities. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list and upon verification by the Architect that all permits, approvals, testing, training and other submittals and administrative actions required under the Contract Documents for obtaining Substantial Completion have been satisfied, the Architect and, at its option, the Owner, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. If the Owner or Architect determines that the Work or designated portion is not substantially complete, the Contractor shall expeditiously complete the Work or designated portion, and again request an inspection. The Contractor shall pay the costs associated with this third and any further re-inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that, upon approval of the Owner, shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion, except that warranties for HVAC equipment shall commence with acceptance of the Commissioning Report by the Architect and/or the AHJ. The Contractor shall attach and submit with the executed Certificate of Substantial Completion the Temporary (TCO) and Final Certificate of Occupancy as well as a written list of each outstanding and unresolved Claim; any Claim not so submitted and identified, other than retainage and the undisputed balance of the GMP, shall be deemed waived and abandoned. If the Owner or Architect determines that the Work or designated portion is not Substantially Complete, the Contractor shall expeditiously complete the Work or designated portion, again request an inspection, and pay the costs associated with the re-inspection, including Architect and consultant fees.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Any items not included by the Architect but required or necessary for Final Completion of the Contract shall be supplied and installed by the Contractor as a part of the GMP, notwithstanding if the items were not recorded by the Architect. Upon written acceptance of the Certificate of Substantial Completion by the Owner and the Contractor, and upon the Contractor's Application for Payment and consent of surety if any, the Owner shall make payment as provided in the Contract Documents. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. NO further payment will be due or owing until the payment following Final Completion.

§ 9.8.6 The Contractor shall prepare, continue to monitor with the Architect, and cause to be completed, all punch lists with respect to the activity of each Subcontractor and report weekly to the Owner on all outstanding punch list items. Beginning sixty (60) days before the scheduled date of Substantial Completion, the Contractor shall prepare reports weekly, identifying items to be completed in order to obtain required certificates of occupancy and make recommendations to the Owner with respect to effectuating the earliest possible completion. The Contractor shall include this report as a schedule item on its Construction Schedule.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may, upon written notice to the Contractor and AHJ approval, take possession of, operate, occupy or use any completed or partially completed portion of the Work at any stage. Such partial

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occupancy or use may commence whether or not the portion is substantially complete. Unless otherwise agreed in writing, such possession, use or operation shall not be deemed an acceptance of any portion of the Work, nor accelerate the time for any payment to the Contractor under the Contract, nor prejudice any rights of the Owner under the Contract or under any insurance, bond, guaranty or other requirement of the Contract, nor relieve the Contractor of the risk of loss or any of its obligations under the Contract, nor establish a Date of Substantial or Final Completion, nor establish a date for termination or partial termination of the running of liquidated damages, nor constitute a waiver of any Owner claims. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, or fails to achieve Final Completion of the Work within sixty (60) days of Substantial Completion (or such other period of time as is specified in the Contract Documents), the Owner may take possession of, use or operate all or any part of the Work without an increase in the GMP or the Contract Time on account of such possession or use. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment
§ 9.10.1 Final Completion
§ 9.10.1.1 The Contractor shall cause punch list items to be completed within sixty (60) days of Substantial Completion of each phase (or such other period of time as is specified in the Contract Documents) or within such reasonable period as may be required to correct the item (in the event that the punch list items are, because of their nature, incapable of correction during that period), provided that the Contractor commences to correct the item within that period and thereafter diligently and in good faith pursues the corrective action to completion. If, at fifteen (15) days after the Date of Substantial Completion, the Owner considers that the punch list items are unlikely to be completed within thirty (30) days of the date of Substantial Completion of each phase (or such other period of time as is specified in the Contract Documents), the Owner may, upon seven (7) days' written notice to the Contractor, take over and perform some or all of the punch list items. If the Contractor fails to correct the deficiencies within this seven (7) day period, the Owner may back-charge the actual cost of performing this punch list work, including any design costs, plus 15% to account for the Owner's transaction costs.

§ 9.10.1.2 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance, the Architect will promptly make such inspection accompanied by the Contractor (if requested by the Architect or Owner). If the Architect or Owner determines that some or all of the punch list items are not accomplished, the Contractor shall be responsible to the Owner for all costs, including re-inspection fees, for any subsequent Architect's inspection to determine compliance with the punch list. When the Architect finds all punch list items complete and the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly notify the Owner and the Contractor in writing that, to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.3 The Contractor is liable for, and the Owner may deduct from any amounts due the Contractor, all Architect, engineer or other design consultant fees and all Commissioning Agent and Contractor fees incurred by the Owner for services performed more than sixty (60) days after Substantial Completion of all the Work (or such other period of time as is specified in the Contract Documents), whether or not those services would have been performed prior to that date had Final Completion been achieved in a timely manner.

§ 9.10.1.4 When the Architect finds that the Work has been concluded, a final occupancy permit has been issued, any commissioning process and validation process have been successfully concluded and the Commissioning Report has been accepted by the Architect and/or the AHJ, and the Contractor has submitted all the items identified in Section 9.10.1.5 to the Architect, the Contractor may submit a final Application for Payment. The Architect will then promptly issue a final Certificate for Payment stating that the entire balance found to be due the Contractor and

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noted in said final Certificate is due and payable. The Architect's final Certificate for Payment shall establish the date of Final Completion upon its execution by the Owner.

§ 9.10.1.5 "Final Completion" will be attained when the Contractor has accomplished the following:

.1 Complete all requirements listed in Section 9.8 for Substantial Completion.
.2 Complete all remaining punch list items and remaining Work, and obtain approval by Architect and Owner that all Work is complete.
.3 Obtain a final certificate of occupancy (if only a temporary certificate of occupancy was issued at Substantial Completion).
.4 Submit final change order and final Application for Payment.
.5 Submit record documents, any final property survey, and operation and maintenance manuals required by the Contract Documents.
.6 Deliver tools, spare parts, extra stock of material and similar physical items to the Owner as required by the Contract Documents.
.7 Complete final cleaning after punch list work (in addition to the final cleaning that was required to obtain Substantial Completion.
.8 Complete instruction and training sessions on all major building systems including, but not limited to, HVAC, intercom, data communications, fire alarm, telephone, fire sprinkler, emergency power, security and clocks.
.9 Submit executed warranties.
.10 Make final changeover of locks and transmit new keys to the Owner, and advise the Owner of the changeover in security provisions.
.11 Discontinue or change over and remove temporary facilities and services from the project site.
.12 Advise the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
.13 Acceptance of the final Commissioning Report by the Owner, Architect, and AHJ as applicable.
.14 All copies of Instruments of Service, except the Contractor's record set, have been returned to the Owner or are suitably accounted for to the Owner.

§ 9.10.2 Final Acceptance and Payment

§ 9.10.2.1 Neither final payment nor any retained percentage shall become due until the City Council has formally accepted the Project ("Final Acceptance"). To achieve Final Acceptance, the Architect must have issued a final Certificate for Payment under Section 9.10.1.4, an occupancy permit must have been issued, Final Completion must have occurred, and the Contractor has submitted the following to the Architect and the Owner:

.1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, except for any claims that are specifically identified on the affidavit (Affidavit of Payment of Debts and Claims, AIA Form G706 or equivalent);
.2 other data establishing payment or satisfaction of or protection against obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner (Contractor's Affidavit of Release of Liens, AIA Form G706A or equivalent). If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees;
.3 pursuant to RCW 39.12.040, an Affidavit of Wages Paid from the Contractor and from each Subcontractor of any tier certified by the Industrial Statistician of the Washington State Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor;
.4 a letter from the Architect indicating that the Work is complete and recommending Final Acceptance of the Project by the Owner;
.5 certification that the materials in the Work are "lead-free" and "asbestos-free";
.6 a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project, including but not limited to all

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city or county departments, health districts and utility districts, provided to Owner with a copy of all closed or signed-off permits;

.7 recorded documents;

.8 all warranties, guarantees, training, manuals, operation instructions, certificates, spare parts, maintenance manuals and stock, specified excess material, as-built drawings and other documents, training or items required by the Contract Documents or local governmental entities; and

.9 all submittals and information sufficient for the Owner to submit apprenticeship utilization data as required by RCW 39.04.320(5)(a).

§ 9.10.2.2 Pursuant to Chapter 60.28 RCW ("Lien for Labor, Materials, Taxes on Public Works"), completion of the Contract Work shall occur upon Final Acceptance.

§ 9.10.3 Lien Notices shall be served at:

A copy shall be submitted to the Architect.

§ 9.10.4 Release of Retainage: The retainage will be held and applied by the Owner as a trust fund in a manner required by Chapter 60.28 RCW. Release of the retainage will be processed in ordinary course of business upon the expiration of sixty (60) days following Final Acceptance of the Work by the Owner provided that no notice of lien shall have been given as provided in Chapter 60.28 RCW, that no Claims have been brought to the attention of the Owner and that the Owner has no claims under this Contract; and provided further that, for state-funded projects, release of retention has been duly authorized by the State. The following items must also be obtained prior to release of retainage: pursuant to Chapter 60.28 RCW, a certificate from the Department of Revenue; pursuant to Chapter 50.24 RCW, a certificate from the Department of Employment Security; and a certificate from the Department of Labor and Industries.

§ 9.10.5 Waiver of Claims

§ 9.10.5.1 Final Payment by Owner: The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, statutory retainage, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

§ 9.10.5.2 Final Payment to Contractor: Acceptance of final payment by the Contractor, a Subcontractor, or a material or equipment supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled and attached to the Contractor's final Application for Payment.

§ 9.10.5.3 The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. Reservations of rights will be deemed waived and are void unless the reserved rights are specifically described in detail to the satisfaction of the Owner and are initialed by the Owner.

§ 9.10.6 If a Subcontractor of any tier refuses to furnish a release or waiver required by the Owner, the Owner may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the Owner, to indemnify the Owner against such lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.7 The Contractor and all Subcontractors of any tier shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, emails, facsimiles, and other tangible and electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and

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with all costs, charges and other amounts of whatever nature. The Contractor shall preserve such records for a period of six (6) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. Within seven (7) days of the Owner's request, the Contractor agrees to make available at the office of the Contractor during normal business hours all records for inspection, audit and reproduction (including electronic reproduction) by the Owner or its representatives. These requirements shall also be applicable to each Subcontractor of any tier and included in each Subcontract and purchase order issued with respect to the Work, except fixed-price Subcontracts where the price is $25,000 or less. The Contractor agrees, on behalf of itself and Subcontractors of any tier, that any rights under RCW 42.56 will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier, or their respective representatives, shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Owner. Failure to fully comply with any requirements of this Section shall constitute a material breach of contract and shall constitute a waiver of all claims by the Contractor and any Subcontractor that does not fully comply.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

§ 10.1.1 The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall have the right to control and shall be solely and completely responsible for conditions of the work site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Work site and perform the Work in a manner that meets statutory and common-law requirements for the provision of a safe place to work. This requirement shall apply continuously and not be limited to working hours. Any review by the Owner or the Architect of the Contractor's performance shall not be construed to include a review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.

§ 10.1.2 No action or inaction of the Owner or the Architect relating to safety or property protection or a violation thereof shall in any way: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation; (2) impose any obligation upon the Owner or Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; (3) impose any continuing obligation upon the Owner or Architect to ensure the Contractor performs the Work safely or to provide such notice to the Contractor or any other person or entity; (4) affect the Contractor's sole and complete responsibility for performing the Work safely or the Contractor's responsibility for the safety and welfare of its employees and the employees of Subcontractors of any tier; or (5) affect the Contractor's responsibility for the protection of property, staff and the general public.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on or involved in the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor shall comply with all notices and comply with all requests from the Owner regarding the safety and protection of the Owner's patients, visitors, and staff. The Contractor shall comply with the safety regulations set forth in "Safety Standards for Construction" and "General Safety Standards" and any other requirements published by the Washington State Department of Labor and Industries. The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries. The WISHA regulations shall apply to all excavation, trenching and

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ditching operations. In case of conflict between any such requirements, the more stringent applicable regulation or requirement shall apply.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall maintain at the work site office or other well-known place at the work site all materials (e.g., a first aid kit) necessary for giving first aid to the injured, and shall establish, publish and make known to all employees procedures for ensuring immediate removal to a hospital or a doctor's care, persons, including employees, who may have been injured on the site. Employees shall not be permitted to work on the site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care. The Contractor and/or any Subcontractors shall ensure that at least one of such employees has a valid, effective first aid card. The Contractor shall provide all persons working on the Project Site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.

.1 **Information**. At a minimum, the Contractor shall inform persons working on the Project Site of:

a. The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
b. Any operations in their work area where hazardous chemicals are present; and
c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.

2. **Training.** At a minimum, the Contractor shall provide training for persons working on the Project Site which includes:

a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
b. The physical and health hazards of the chemicals in the work area;
c. The measures such persons can take to protect themselves from these hazards, including specific procedures the Contractor, or its Subcontractors, or others have implemented to protect those on the Project Site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
d. The details of the hazard communications program developed by the Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

§ 10.2.4 Pursuant to Chapter 49.70 RCW et seq., "Worker and Community Right to Know Act," and Chapter 296-802 WAC et seq. the Contractor shall provide Owner copies of and have available at the Site a workplace survey or material safety data sheets for all Hazardous Materials under the control or use of Contractor or any Subcontractor at the Site. The Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

§ 10.2.5 All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

§ 10.2.6 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work and explicitly permitted by the Contract Documents, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall keep on site at all times a spill response kit for the protection of storm water.

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§ 10.2.7 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.8 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.9 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.10 At all times until the Owner's occupancy of the Work or a designated portion of the Work, the Contractor shall protect from damage, weather, deterioration, theft, vandalism and malicious mischief, and shall bear the risk of any uninsured loss or destruction of, or injury to damage to, all materials, equipment, tools, and other items incorporated or to be incorporated in the Work or designated portion, or consumed or used in the performance of the Work or designated portion and all Work in process and completed Work or designated portion. Protection of the Work shall include but not be limited to protection of soils, subgrade preparation, exterior concrete, masonry, sealant, gypsum sheathing, roofing and interior finishes. The Contractor is responsible for any delays or costs resulting from the Contractor's failure to protect the Work from weather damage, weather, deterioration, theft, vandalism and malicious mischief. Contractor is further responsible for any deductible amounts related to any insurance coverage, without reimbursement.

§ 10.2.11 Any notice given to the Contractor by the Owner or the Architect of a safety or property protection violation will not: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or for sole liability for the consequences of said violation; (2) impose any obligation upon the Owner or Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; or (3) impose any continuing obligation upon the Owner or Architect to provide such notice to the Contractor or any other persons or entity.

§ 10.2.12 Injury or Damage to Person or Property
If the Contractor suffers injury or damage to person or property because of an alleged act or omission of the Owner, or of others for whose acts the Owner may be legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. This Section does not apply to Claims, damages for additional costs or time, acceleration, or delay.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, as defined by CERCLA, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect in writing of the condition. The Contractor shall proceed with the Work in areas not affected.

§ 10.3.2 Upon receipt of the Contractor's notice, and with the Owner's agreement, the Owner shall obtain the services of a licensed laboratory to reasonably verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating

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whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection, but the Owner shall not be responsible for any delay resulting from the Contractor's objection to such person or entity. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately and the GMP may be increased by the amount of the Contractor's demonstrated and reasonable additional costs of shutdown, delay, and start-up, which adjustments shall be accomplished as provided in Articles 7, 8 and 15.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity or if the removal of such material or substance was a part of the Contractor's Work.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault, misuse, or negligence in the use and handling of such materials or substances. The Contractor shall store all hazardous materials safely, whether or not required by Contract Documents. The Contractor shall not install hazardous materials, including without limitation asbestos, lead, mercury, or polychlorinated biphenyl (PCB), in the Work.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without fault or negligence on the part of the Contractor and if the remediation was not a part of the Contractor's scope of Work under the Contract Documents, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.3.7 To the extent that this Project involves the remediation of contaminated property, the Contractor shall comply with chapters 64.44 and 70A.300 RCW and any provisions of the Washington Administrative Code promulgated thereunder, including the use of authorized contractors as provided in RCW 64.44.060. The Contractor shall comply with all applicable requirements of chapter 70A.205 RCW and any provisions of the Washington Administrative Code promulgated thereunder.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.5 Public Safety and Convenience

The Contractor shall conduct its Work so as to ensure the least possible obstruction to vehicular traffic and inconvenience to the general public and others in the vicinity of the Work and to ensure the protection of persons, property and natural resources. No road or street shall be closed to the public except with the permission of the Owner and the proper governmental authority. Fire hydrants and FDCs on or adjacent to the Work shall be accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, fire lanes, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses, if any, on the Work site.

§ 10.6 Weather Protection

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Temporary weather protection of the Work is the responsibility of the Contractor as necessary to proceed in accordance with the Construction Schedule and environmental conditions as defined in the Contract Documents. Weather protection shall include but not be limited to protection of soils, subgrade preparation, exterior concrete, masonry, sealant, gypsum sheathing, roofing, and interior finishes. Delays and costs resulting from the Contractor's failure to protect the Work from damage due to weather or resulting from the failure of the Contractor to follow the recommendations of the Owner's geotechnical engineer are the sole responsibility of the Contractor.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located possessing an A.M. Best's policyholder's rating of A- or better and a financial rating of no less than VII and reasonably acceptable to the Owner, an occurrence-based Commercial General Liability Insurance Policy, which shall provide personal injury, bodily injury and property damage liability to cover the Contractor's operations, including Subcontractors and suppliers of any tier; owned, non-owned and hired vehicles; on work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Contract, including but not limited to premises, products/completed operations, personal injury, blanket contractual liability, explosion, collapse or underground (XCU), employment related practices coverage, and stopgap employer's liability. This insurance will name the Owner their consultants and employees, any required governmental agencies and others designated in the Contract Documents as additional insureds for all coverages required by Section 11.1 and will include a severability of interest (cross liability clause) for Work performed under this Contract. The Contractor's policy shall be designated primary coverage for both defense and indemnity, and any Owner's policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the following:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$5,000,000
Per Location Aggregate/Per Project Aggregate	$5,000,000
General Aggregate Per Occurrence	$10,000,000
Products & Completed Operations Aggregate	$10,000,000
Personal and Advertising Injury	$5,000,000
Blanket Contractual Liability	$5,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract. This policy shall include all owned, non-owned and hired autos.	
Combined Single Limit	$5,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
IV. Pollution Legal Liability	
Each Claim	$3,000,000
Annual Aggregate	$6,000,000
V. Builders Risk	

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COVERAGE	LIMITS OF LIABILITY
Builder's "All Risk" Property Insurance including Flood & Earthquake Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	Contract Value including Soft Costs and Customary extensions of Coverage
VI. Umbrella Excess Liability	
Policy applies over and above General Liability, Auto & Employers Liability Each Occurrence Annual Aggregate	 $20,000,000 $20,000,000
VII. Cyber Coverage	
Each Claim Annual Aggregate	$5,000,000 $15,000,000

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis, shall be maintained without interruption from the date of commencement of the Work until the date of Final Acceptance and termination of any coverage required to be maintained after final payment. Completed operations coverage shall remain in force for three (3) years after Final Acceptance. The insurance described above shall include coverage for underground, collapse and explosion exposures. In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the state statutory amount and Stop Gap Liability Insurance (Employer's Contingent Liability Insurance) with coverage of at least $1,000,000 each occurrence/each accident. All policies and certificates must be signed copies and policies shall contain a provision that written notice must be provided to the Owner 30 days before the policies are canceled; Contractor must provide the Owner and Architect 45 days' written notice by certified mail before the policies expire or any coverages afforded under the policy are reduced, limits decreased, or the additional insureds removed. The Contractor shall furnish to the Owner and Architect copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage or limits. Furthermore, such policies or certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts and that liability coverages include protection for underground, collapse and explosion and that the indemnification provisions of Section 3.18 are acknowledged. Losses up to the deductible amount or otherwise not covered by insurance shall be the responsibility of the Contractor.

§ 11.1.3 Before issuance of the Notice to Proceed, the Contractor shall furnish the Owner with an electronic copy of Certificates of Insurance on ACORD Certificate of Liability Insurance as evidence of all insurance required by the Contract Documents, including an endorsement to the insurance policies naming the Owner, its consultants and employees, and any required governmental agencies and others designated in the Contract Documents as additional insureds. The Contractor is not required to provide the Builder's Risk policy until the issuance of an Early Bid Package. If the Agreement is executed, no work can take place until the Certificates are furnished. The Contractor shall furnish to the Owner copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage limits. Furthermore, such policies or certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts and that liability coverages include protection for underground, collapse and explosion and that the indemnification provisions of Section 3.18 are acknowledged. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Upon written request, the Contractor will provide a copy of its policies to the Owner.

§ 11.1.4 The Owner's specification or approval of the insurance in this Contract or of its coverage or amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the

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minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts. Notwithstanding anything herein to the contrary, the Contractor shall provide all bonding, insurance, and permit documentation as required by governmental entities for all portions of the Project.

§ 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations giving at least thirty (30) days' notice of cancellation.

§ 11.1.6 The Owner shall be listed on the Certificate as Certificate Holder.

§ 11.1.5 The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

§ 11.1.7 The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

§ 11.1.8 Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.

§ 11.1.9 All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

§ 11.1.10 The Contractor shall ensure and require that Subcontractors of any tier have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by Subcontractors of all tiers in the amount of $1,000,000 per occurrence with a $2,000,000 aggregate limit. Also, the Subcontractors shall name both the Contractor and the Owner as an additional insured giving at least thirty (30) days' notice of cancellation. Also, the Subcontractors shall name the Contractor and the Owner and cause the commercial liability coverage required by the Contract Documents to include, using ISO Form CG 2010 11/85 or its equivalent, (1) the Owner, its directors, officers, and agents as additional insureds for claims arising out of or caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, its directors, officers, and agents, as an additional insured for claims arising out of or caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.11 If the Owner is damaged by the failure of the Contractor to maintain any of the insurance in this Article 11 or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver.

§ 11.1.12 Insurance requirements to operate a drone over the construction site or any other property. If Contractor or its Subcontractors of any tier use or operate a drone or unmanned aircraft on or over the construction site or any other property of the Owner, Contractor shall provide to Owner evidence of sufficient insurance such as aircraft liability insurance to cover any damages, including bodily injury or property damage, caused by the operation and use of such drone or unmanned aircraft prior to its use on or above the construction site or any other property of the Owner. The limit of liability shall be at least $1,000,000 each occurrence. If a Subcontractor of any tier is the operator of such a drone or unmanned aircraft, the evidence of such insurance shall be provided by that Subcontractor.

§ 11.1.13 If the Owner is damaged by the failure of the Contractor to maintain any of the bonds or insurance in this Article 11 or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance and bonds. Failure to withhold payment shall not constitute a waiver.

§ 11.1.14 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 11.2 Builders' Risk Insurance

§ 11.2.1 Unless the Owner elects to procure builder's risk insurance directly, as a Negotiated Support Service the Contractor shall purchase and maintain until Final Acceptance, in a company or companies lawfully authorized to do business in the State of Washington, property insurance written on a builder's risk "all-risk" or equivalent policy for to cover the course of construction upon the entire Work at the site and all materials or equipment furnished or installed by the Owner on the Project, in the amount of the initial GMP, plus the value of all subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.. This insurance shall insure against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirement, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The policy shall include as named insured the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. Each loss may be subject to a deductible clause, currently $10,000, but not to exceed $15,000. Except for losses caused by the Owner or by natural occurrences, losses up to the deductible amount or otherwise not covered by insurance shall be a Cost of the Work within the GMP. For losses caused by the Owner or by natural occurrences, losses up to the deductible amount shall be a cost of the Work and shall entitle the Contractor to an increase in the GMP for that deductible amount. The policy shall be endorsed to allow complete or partial occupancy by the Owner before or after Substantial Completion without the insurer's approval.

§ 11.3 Waivers of Subrogation

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Contract or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner does not waive the subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance that are required by the Contract Documents and that are purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§11.4 Adjustment and Settlement of Insured Loss

§ 11.4.1 A loss insured under the property insurance required by the Contract shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.2. The Owner shall distribute the proceeds so received in accordance with such agreement as the parties in interest may reach. If no agreement is reached, any damaged Work shall first be repaired or replaced, and payment therefor made from the separate account by Change Order or by payment to a separate contractor, at Owner's option; further disbursements will then be determined pursuant to the provisions of Section 4.4. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. Any inconsistent policy provisions will supersede the provisions of this Section.

§ 11.4.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and

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Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.5 Performance Bond and Payment Bond

§ 11.5.1 Contractor's Bonds: The Contractor shall secure and pay for, from a surety company acceptable to the Owner and admitted and licensed in the State of Washington and possessing an A.M. Best's policyholder's rating of A or better and a financial rating of no less than VIII, separate bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the MACC plus sales tax, pursuant to Chapter 39.08 RCW ("Contractor's Bond"). Within ten (10) days of executing the GMP Amendment, the Contractor shall deliver the bonds to the Owner. THE OWNER MAY WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BONDS ARE RECEIVED AND MAY TERMINATE THE CONTRACT FOR CAUSE. The Contractor shall be responsible for any delay in the Contract Time because of failure to submit acceptable bonds.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.5.3 Subcontractors' Performance and Payment Bonds: Each Subcontractor so required by a bidding package or RCW 39.10.380 shall secure and pay for, from a surety company acceptable to the Owner and the Contractor and admitted and licensed in the State of Washington, bonds covering the faithful performance of the subcontract and payment of obligations arising under the Contract Documents related to the subcontract, each in the full amount of the subcontract sum, pursuant to Chapter 39.10 RCW and Chapter 39.08 RCW. Within ten (10) days of entering into the subcontract, and before any payment is due, the Subcontractor shall deliver copies of the bonds to the Owner and to the Architect.

§ 11.6 If the Owner is damaged by the failure of the Contractor to maintain any of the bonds or insurance in this Article 11 or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance and bonds. Failure to withhold payment shall not constitute a waiver.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or the Owner's request or to requirements of a governmental authority or as otherwise specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, Owner, or governmental authority, be uncovered for the requesting party's examination and be replaced at the Contractor's expense without change in the GMP or the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect, Owner or governmental authority has not specifically requested to examine prior to its being covered and for which neither the Contract Documents nor governmental laws or regulations required inspection, the Architect, Owner or governmental authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor employed by the Owner, and in that event the Owner or the separate contractor shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense without any increase to GMP or Contract Time.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one (1) year after the later of the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of

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warranties established under the Contract Documents, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it according to the requirements of this Section 12.2.2 with no change in the Cost of the Work promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. If the Contractor does not promptly in accordance with the provisions of this Section 12.2.2 initiate work to correct the Work designated in the notice, the Owner may proceed to correct the Work and may, without further notice, dispose of materials and equipment as it sees fit, and the Contractor will be liable for all costs. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract, is in addition to other warranties provided by contract or law, and does not establish a time limit for damages.

.1 If, in the Owner's opinion, the nonconforming Work either prevents the use of a portion of the facility and/or immediate response is required to prevent further damage or to restore security to prevent external entrance, and/or is a safety hazard (e.g., break in the waterline, sprinkler system failure, failure of the heating system, inability to close or lock exterior door, etc.), the Contractor shall initiate corrective work on site the same day if the Contractor is notified prior to noon, or by noon the following day if notified after noon, and shall complete corrective action within 48 hours.

.2 If, in the Owner's opinion, the nonconforming Work has the potential of becoming a safety hazard, of affecting internal security, or of limiting the use of the facility (e.g., potential loss of heat in a single office, failure of one or more plumbing fixtures, loose carpet seam in corridor, interior door lock not working, etc.), the Contractor shall initiate corrective work on site within two (2) working days and shall complete corrective action within five (5) working days.

.3 If, in the Owner's opinion, the nonconforming Work does not have an impact on the use of the building, but must be fixed (e.g., interior door closer broken, window cracked, wall covering seam coming loose, etc.), the Contractor shall initiate corrective work on site within fourteen (14) days and shall complete corrective action within twenty-eight (28) days.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the GMP will be reduced by the greater of the (1) cost of correction, or (2) diminution of value of the Work that is not in accordance with the requirements of the Contract Documents. Such adjustment shall be effected whether or not final payment has been made.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law and Venue

This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party respect to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 If a majority of the ownership or the control of Contractor is acquired by a third party, and such acquisition reasonably imperils performance or creates a conflict of interest that the Owner, in its sole discretion, cannot reasonably reconcile, then the Owner may terminate this Contract at any time pursuant to Section 14.2, except that the Owner shall give the Contractor thirty (30) days' written notice of termination and the opportunity for the Contractor to cure prior to termination.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to the designated representative as identified in the Agreement, or to an officer of the corporation for which it was intended; or if delivered at, or sent by facsimile, registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. The date of written notice shall be the earlier of the date of personal delivery, actual receipt by facsimile, or three (3) calendar days after the date of postmark.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. The Contractor's sole remedy for Claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or breach thereof, except Claims which have been waived under the terms of the Contract Documents, however, is the dispute resolution procedure of Article 15.

§ 13.4.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4.3 If any portion of this Contract is held to be void or unenforceable, the remainder of the Contract shall be enforceable without such portion.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections, and approvals of portions of the Work shall be made at an appropriate time and as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to or provided by the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of necessary tests, inspections, and approvals, except that the Contractor will be responsible for any costs of re-testing and any extra costs caused by the Contractor. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. The independent testing agency shall prepare the test reports, logs and certificates applicable to the specific inspections and tests and promptly and simultaneously deliver the specified number of copies of them to the designated parties. The Owner shall bear costs of tests, inspections, or approvals

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that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.5.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.5.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

§ 13.5.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall provide the Owner and Architect at least forty-eight (48) hours' notice prior to all tests and inspections.

§ 13.5.7 If the Owner is responsible under the Contract Documents, law or regulation to pay only for an inspection of any inspector, consultant or Architect, the Owner shall be required to pay only for the first actual inspection. If the Contractor arranges for an inspection and an extra cost is incurred because the inspector is required to wait, to leave without inspecting, to perform a partial inspection, to return to complete or re-inspect, or otherwise to expend time other than for the primary inspection, the Contractor shall be responsible for all such costs to the extent caused by the Contractor. If the Contractor does not pay the charges for which it is responsible within thirty (30) days of billing, the Owner has the option to pay the charges directly and back-charge the Contractor on the next progress payment for the amount paid plus a 10% handling fee.

§ 13.5.8 No acceptance by the Owner of any Work shall be construed to result from any inspections, tests or failures to inspect or test by the Owner, the Owner's representatives, the Architect or any other person. No inspection, test, failure to inspect or test, or failure to discover any defect or nonconformity by the Owner, the Owner's representatives, the Architect or any other person shall relieve the Contractor of its responsibility for meeting the requirements of the Contract Documents or impair the Owner's right to reject defective or nonconforming items or right to avail itself of any other remedy to which the Owner may be entitled, notwithstanding the Owner's knowledge of the defect or nonconformity, its substantiality or the ease of its discovery. Entities performing inspections and/or testing do not have the authority to direct the Contractor's means and methods and are not agents or representatives of the Owner or Architect. Inspections which meet the requirements of code shall not override the requirements of the Contract Documents, which may be more stringent.

§ 13.6 Statutes and Other Requirements

§ 13.6.1 The Contractor shall abide by the provisions of all applicable Washington statutes and regulations. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be a complete list and should not be relied upon as such.

§ 13.6.2 Law Against Discrimination

During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability.

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Such action shall include all terms and conditions of employment, compensation and benefits, including apprenticeship.

§ 13.6.3 Provisions for Aged and Handicapped Persons
The Contractor shall comply with pertinent statutory provisions relating to public works under Chapter 70.92 RCW ("Provisions in Buildings for Aged and Handicapped Persons") and the Americans With Disabilities Act.

§ 13.6.4 Safety Standards
The Contractor shall comply with pertinent provisions of Chapter 49.17 RCW ("Washington Industrial Safety and Health Act") and Chapter 296-155 WAC ("Safety Standards for Construction Work").

§ 13.6.5 Unemployment Compensation
Pursuant to Chapter 50.24 RCW ("Contributions by Employers") in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the Commissioner of the Washington State Employment Security Department.

§ 13.6.6 Asbestos Removal
To the extent this Project involves asbestos removal, the Contractor shall comply with Chapter 49.26 RCW ("Health and Safety – Asbestos") and any provisions of the Washington Administrative Code promulgated thereunder, and the applicable section of the Specifications should be viewed for possible insurance required for the applicable Subcontractor.

§ 13.6.7 Lead, Copper, and Cadmium in Drinking Water
No materials or products may be installed or otherwise incorporated into the Work that contain lead, copper, or cadmium that exceed the actionable limits of the Environmental Protection Agency and the Safe Drinking Water Act. Neither the Architect nor the Owner will approve any substitution of material or product that may contain harmful levels of lead, copper, or cadmium, whether in plumbing, water fixtures, or any other fixture, equipment or incorporated building material. At the time of Final Acceptance, Contractor shall submit a letter to the Owner that no lead contamination or lead products have been installed in the building or anywhere throughout the Project in violation of this contractual provision and applicable laws.

§ 13.6.8 Pursuant to Chapter 49.70 RCW ("Worker and Community Right to Know Act") and WAC 296-901 et seq., the Contractor shall provide the Owner copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier at the Project Site. Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

§ 13.6.9 Security. All contractors, suppliers, and visitors who come onto the site may be required to display an identification badge on their person. The Contractor shall be required to administer the distribution of badges and maintain a sign-out log. All badges are to display the signature of the Project Superintendent. All Owner-supplied badges shall be returned before retainage is released.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 Except as provided by RCW 60.28.080, the Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' written notice to the Owner and Architect (during which period the Owner has the opportunity to cure), terminate the Contract and recover from the Owner payment for Work properly executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on Work executed, direct costs incurred by reason of such termination, and direct damages. The total recovery of the Contractor shall not exceed the unpaid balance of the GMP less the remaining contingencies.

§ 14.1.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' notice to the Owner and the Architect (during which period the Owner has the opportunity to cure), terminate the Contract and recover from the Owner as provided in Section 14.1.3. The total recovery of the Contractor shall not exceed the unpaid balance of the GMP less the remaining contingency.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may, upon seven (7) days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work or the Contract for cause if the Contractor

- **.1** refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make prompt payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority having jurisdiction;
- **.4** fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time;
- **.5** is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
- **.6** staffs the Project with personnel different from the personnel listed in its proposal; or
- **.7** otherwise is guilty of a material or substantial breach of or default under a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor on all or a portion of the Work and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4;
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work; and
- **.4** Take or direct any or all of the actions in Section 14.5.1.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the GMP, less the remaining contingencies, exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. The remaining

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contingency shall accrue to the Owner. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall survive termination of the Contract.

§ 14.2.5 If the Owner terminates a portion of the Work, the Contractor shall continue the performance of the remainder of the Work in accordance with the Contract Documents to the extent not terminated.

§ 14.2.6 If, after the Contractor has been terminated pursuant to this Section 14.2 or otherwise for cause, it is determined that none of the circumstances set forth in Section 14.2.1 exists, then such termination shall be considered a termination for convenience pursuant to Section 14.4.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The GMP and Contract Time shall be adjusted for changes in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the GMP shall be consistent with the terms of the Contract Documents. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor consistent with the Contract Documents for Work properly executed and costs necessarily incurred by reason of such termination (such as the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders), along with reasonable profit on the Work not executed, not to exceed the Contractor's Fee in the Agreement of the Cost of the Work not performed. The total sum to be paid to the Contractor under this Section 14.4 shall not exceed the GMP, less the remaining contingencies, as reduced by the amount of payments otherwise made, by the larger of (1) the actual value, or (2) the scheduled value of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to the Contractor shall exclude the fair value of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner or to a buyer pursuant to Sections 14.5.1.6 or 14.5.1.7.

§ 14.5 Effects of Termination by Owner

§ 14.5.1 Unless the Owner directs otherwise, after receipt of a Notice of Termination from the Owner pursuant to Section 14.2 or 14.4, the Contractor shall promptly:

- **.1** stop Work under the Contract on the date and as specified in the Notice of Termination;
- **.2** place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of any portion of the Work that is not terminated;
- **.3** procure cancellation of all orders and subcontracts, upon terms acceptable to the Owner, to the extent that they relate to the performance of Work terminated;

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.4 assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts, as directed by the Owner, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

.5 with the Owner's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Owner;

.6 transfer title and deliver to the entity or entities designated by the Owner the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;

.7 use commercially reasonable efforts to sell any property of the types referred to in Section 14.5.1.6. The Contractor shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Owner to the Contractor;

.8 take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Owner has an interest; and

.9 continue performance only to the extent not terminated.

§ 14.5.2 In arriving at any amount due the Contractor after termination, the following deductions shall be made:

.1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Contract;

.2 any claim the Owner may have against the Contractor;

.3 an amount necessary to protect the Owner against outstanding or potential liens or Claims;

.4 the agreed price for or the proceeds of sale of any materials, suppliers or other things acquired by the Contractor or sold, pursuant to the provisions of Section 14.5.1.7, and not otherwise recovered by or credited to the Owner; and

.5 the remaining contingency.

§ 14.5.3 If (and only if) the termination pursuant to Section 14.4 is partial, the Contractor may file a Claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract. Any Claim by the Contractor for an equitable adjustment under this Section must be asserted within sixty (60) days from the effective date of the partial termination.

§ 14.5.4 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under the Contract Documents.

§ 14.5.5 The Contractor shall, from the effective Date of Termination until the expiration of six (6) years after final settlement under this Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, and without charge to the Owner, all books, records, documents, photographs and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the terminated Work. The Owner may have costs reimbursable under this Article 14 audited and certified by independent certified public accountants selected by the Owner, who shall have full access to all the books and records of the Contractor.

§ 14.5.6 The damages and relief from termination by the Owner specifically provided in Article 14 shall be the Contractor's sole entitlement in the event of termination.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between Owner and Contractor arising out of or relating to the Contract Documents. Claims must be initiated in writing and include the information and substantiation required by the Contract Documents. The responsibility to substantiate Claims shall rest with the party making the Claim. Neither a Request for Information, nor a Construction Change Directive, nor a Change Order, nor a Change Order Proposal accepted by Owner, nor a reservation of rights, nor minutes of a meeting, nor a Daily Report, nor a ROM log entry, nor any other Claim or purported notice of Claim that fails to meet the requirements of the Contract Documents shall constitute a Claim.

§ 15.1.2 Notice. Except for Claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, Contractor shall submit written notice to Owner of such claim within ten (10) days after the date when Contractor first knew, or reasonably should have known, of the event or condition giving rise to the apparent claim. The notice must identify itself as a notice of a Claim and shall include a clear description of the event leading to or causing the Claim and describe the nature and impact of the Claim in reasonable detail. Notice is sufficient if the item is both discussed in the weekly meeting and listed in the "Notice" section of the meeting minutes as a notice item.

§ 15.1.3 Claim. Contractor shall submit a written Claim as provided herein within thirty (30) days of the notice. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled to. It shall be fully substantiated and documented. At a minimum the Claim shall contain the following information:

.1 A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
.2 The date on which facts arose which gave rise to the Claim;
.3 The name of each employee of the Owner or Owner's agent knowledgeable about the Claim;
.4 The specific provisions of the Contract Documents which support the Claim;
.5 Copies of any identified documents, other than the Contract Documents, that support the Claim;
.6 If an adjustment in Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in Contract Time should be granted; and Contractor's analysis of its Construction Schedule to demonstrate the reason for the extension in Contract Time;
.7 If an adjustment to the GMP is sought, the exact amount sought and a breakdown of that amount into categories as required herein;
.8 A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Owner is liable.

§ 15.1.4 After Contractor has submitted a fully documented Claim that complies with all of the contract provisions, Owner shall respond in writing, to Contractor as follows:

1. If the Claim amount is less than $50,000 with a decision within 60 days from the date the Claim is received; or
2. If the Claim amount is $50,000 or more, with a decision with 60 days from the date the Claim is received, or with notice to the Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.

§ 15.1.5 To assist in the review of the Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised.

§ 15.1.6 Failure to submit the notice or Claim in accordance with this Section shall constitute an absolute and unconditional waiver, bar and release of such claim.

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§ 15.1.7 The fact that Owner and Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute waiver of the provisions of the Contract Documents unless Owner and Contractor sign an explicit, unequivocal waiver approved by Owner. Actual or alleged prejudice shall not be required to enforce a notice or Claim-submittal provision of this Contract.

§ 15.1.8 Pending final resolution of a Claim except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract, and Owner shall continue to make payments in accordance with the Contract Documents. The time limits for submission of Claims are in addition to, and not in lieu of, the time limits for submission of requests for adjustments to the Contract Time and Contract Sum.

§ 15.1.9 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the GMP, written notice as provided herein shall be given before proceeding to execute the Work, and a written notice and a written Claim must be made in accordance with this Article 15, or it will be waived. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, a Claim shall be filed in accordance with this Article 15. The Contractor shall not be entitled to an increase in the GMP or Contract Time arising out of an error or conflict in or among the Contract Documents where the Contractor failed adequately to review the Contract Documents or failed to report the error or conflict to the Architect and the Owner in a timely manner consistent with the requirements of the Contract Documents. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.10 Claims for Additional Time

§ 15.1.10.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given, and a written Claim must be made in accordance with Article 15 or it will be waived. The Contractor's Claim shall include an estimate of any cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Any adjustment in the Contract Time arising from a Change or a Claim shall be limited to the change in the actual critical path of the Project directly caused thereby. If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not a change in the GMP. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the GMP.

§ 15.1.10.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the GMP will be adjusted for normal inclement weather. The Contractor shall be entitled to a change in the Contract Time only (but not a change in the GMP) if the Contractor can substantiate to the reasonable satisfaction of the Owner and Architect that there was materially greater than normal inclement weather considering the full term of the Contract Time and using a ten-year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the locale closest to the Project, and that the alleged abnormal inclement weather actually extended the critical path of the Work. The change in Contract Time shall be provisional until Substantial Completion has been achieved, at which time the change in the Contract Time shall be the extent to which the total net accumulated number of calendar days lost due to inclement weather from commencement of the Work until Substantial Completion exceeds the total net accumulated number to be expected for the same period from the aforesaid data.

§ 15.1.11 In accordance with RCW 39.10.350(1)(g), the Owner will, in writing, accept, dispute, or reject a request for equitable adjustment, change order proposal, or Claim within thirty calendar days after the receipt by the Owner of related documentation. If the request for equitable adjustment, change order proposal, or Claim is disputed or rejected, the Owner shall state in writing why part or all of the request is disputed or rejected. If the Owner does not respond in writing to a request for equitable adjustment, change order, or Claim within such thirty calendar days, the

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Contractor shall not be deemed to have waived any right to the Claim process, and the request for equitable adjustment, change order request, or Claim shall be deemed denied.

§ 15.1.12 Claims Audit.
§ 15.1.12.1 All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

§ 15.1.12.2 In support of Owner audit of any Claim, Contractor shall, upon request, promptly, and in any event no later than the date provided by Owner, make available to Owner the following documents:

.1 Daily time sheets and superintendent's daily reports;
.2. Collective bargaining agreements;
.3. Insurance, welfare, and benefits records;
.4 Payroll registers;
.5 Earnings records;
.6 Payroll tax forms;
.7 Material invoices, requisitions, and delivery confirmations;
.8 Material cost distribution worksheet;
.9 Equipment records (list of company equipment, rates, etc.);
.10 Vendors', rental agencies', Subcontractors', and agents' invoices;
.11 Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
.12 Subcontractors' and agents' payment certificates;
.13 Cancelled checks (payroll and vendors);
.14 Job cost report, including monthly totals;
.15 Job payroll ledger;
.16 Planned resource loading schedules and summaries;
.17 General ledger;
.18 Cash disbursements journal;
.19 Financial statements for all years reflecting the operations on the Work. In addition, Owner may require, if it deems it appropriate, additional financial statements for three (3) years preceding execution of the Work;
.20 Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
.21 If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
.22 All documents which relate to each and every Claim together with all documents which support the amount of any adjustment in GMP or Contract Time sought by each Claim;
.23 Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
.24 Work sheets, software, and all other documents used by Contractor to prepare its Proposal.

§ 15.1.12.3 The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

§ 15.2 Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes without limitation:

.1 damages incurred by the Owner for rental expenses, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

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.2 damages incurred by the Contractor for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for loss of profit and for interest or financing costs.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.2 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, to preclude Owner's claim of actual direct damages for Contractor's failure to complete the Project in the time required by the Contract Documents, or to preclude an obligation of the Contractor to indemnity the Owner for direct, indirect or consequential damages alleged by a third party.

§ 15.3 Mediation

§ 15.3.1 If a Claim is not resolved in the dispute resolution procedure of Section 15.1, neither the Contractor nor any Subcontractor or supplier of any tier may bring a claim or action against the Owner in litigation unless all unresolved claims are first subject to nonbinding mediation before a single mediator. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to mutually agree upon a mediator. If the parties have not reached agreement on a mediator within thirty (30) days of the request, either party may submit the unresolved Claims to either JAMS or Judicial Dispute Resolution, LLC ("JDR"), Seattle, Washington, or such other alternative dispute resolution service to which the parties mutually agree, for appointment of a single mediator according to its procedures.

§ 15.3.3 The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.4 An officer of the Contractor and the Owner's Superintendent or designee, each having full authority to settle the Claims, must attend the mediation session with authority to settle the Claim. To the extent there are other parties in interest, such as the Architect or Subcontractors or suppliers of any tier, their representatives, also with authority to settle the Claim, shall also attend the mediation session. Unless the Owner and the Contractor mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session that shall occur after Substantial Completion but prior to Final Acceptance by the Owner.

§ 15.4 Litigation

§ 15.4.1 The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures of this Article 15. The Contractor shall have the burden to demonstrate in any litigation that it has complied with all requirements of this Article 15. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion approved in writing by the Owner, or (b) ninety (90) days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The pendency of a mediation (the time period between the written mediation request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or thirty (30) days after the date of the mediation session. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law).

§ 15.4.2 The Owner may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or Subcontractor of any tier.

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SKANSKA

Exhibit 1
Contractor's Preconstruction Work Plan

PROJECT: Vancouver Maintenance and Operations
OWNER: City of Vancouver
ARCHITECT: TCF

ESTIMATE TYPE: GC/CM Precon Services
ISSUE DATE: 5/22/2025

Preconstruction Start: 4/22/2025
Preconstruction Complete: 9/30/2026
Duration (weeks): 75
Duration (months): 17

Weeks Check 0

SECTION	ITEM NO.	ITEM DESCRIPTION	QUANTITY	U/M	MAT'L	MATERIAL AMOUNT	AM Brian		PRE Manager Albert		PM Derek		SUP'T Wade		Scheduler Dean		Lead Estimator Noel		Estimate Support Varies		MEP Estimators		Structural Estimators		Project Acct TBD		Sustainability Mark		Diversity Manager Courtney		TOTAL AMOUNT		Comments
							Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Hrs/Unit	Total Hrs	Total Hrs	Total $	
1.0	**Kickoff**	**4/22/2025 to 5/1/2025**	0	ea																												$0
		Kick-off Mtg	0	ea	$ -	$ -	6	0	6	0	6	0	6	0		0	6	0		0		0		0		0		0		0	0	$0	
		Preliminary Estimate and Day 1 Cost Estimate	0	ea	$ -	$ -	4	0	16	0		0	4	0		0	60	0	170	0	73	0		0		0		0		0	0	$0	
		Pull Planning Session	0	ea	$ -	$ -		0	8	0	8	0	8	0	8	0		0		0		0		0		0		0		0	0	$0	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
2.0	**SD**	**5/1/2025 to 6/30/2025**	10	wks				0		0		0		0		0		0		0		0		0		0		0		0	0	$0	$110,170
		Preliminary Estimate and Day 1 Cost Reconciliati	1	ea	$ 500	$ 500		0	16	16		0		0		0	16	16	16	16	16	16		0		0		0		0	64	$9,057	
		OAC Meetings (Virtual)	10	ea	$ -	$ -	1	10	2	20	1	10	1	10		0	1	10		0		0		0		0	0.5	5		0	65	$11,080	
		Design Coordination Meetings	10	ea	$ -	$ -	0	0	4	40	2	20	4	40		0	4	40		0		0		0		0	0.5	5	1.0	10	155	$24,343	
		In Person Meetings Held In Vancouver	4	ea	$ 500	$ 2,000	8	32	8	32		0	8	32		0	8	32		0		0		0		0		0		0	128	$24,033	
		80% SD BCS Update	1	ea	$ -	$ -		0		0		0		0		0	60	60	50	50	39	39		0		0		0		0	149	$20,231	
		Scheule Development / Updates	2	mos	$ -	$ -	2	4	8	16	2	4	8	16	6	12	0	0		0	0	0		0		0		0	2	4	56	$8,786	
		Interdisciplinary QA/QC	2	mos	$ -	$ -	0	0	8	16	8	16	8	16		0	10	20		0	6	12		0		0		0	1	2	82	$12,640	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
3.0	**DD**	**7/1/2025 to 10/31/2025**	17	wks				0		0		0		0		0		0		0		0		0		0		0		0	0	$0	$290,952
		OAC Meetings (Virtual)	17	wks	$ -	$ -	1	17	2	35	1	17	1	17		0	1	17		0		0		0		0	0.5	9	0	0	113	$19,205	
		Design Coordination Meetings	17	wks	$ -	$ -	0	0	4	69	2	35	4	69		0	4	69		0		0		0		0	0.5	9	1	17	269	$42,195	
		In Person Meetings Held In Vancouver	2	ea	$ 500	$ 1,000	8	16	8	16	2	4	8	16		0	8	16		0		0		0		0		0	0	0	68	$12,555	
		80% DD Estimate	1	ea	$ -	$ -	4	4	16	16		0	4	4		0	80	80	240	240	160	160	80	80		0		0		0	584	$68,762	
		80% DD Estimate Reconciliation	1	ea	$ -	$ -		0	16	16		0		0		0	24	24	16	16	32	32		0		0		0		0	88	$12,550	
		Scheule Development / Updates	6	mos	$ -	$ -	2	12	8	48	4	24	8	48	6	36	0	0		0	0	0		0		0		0	6	36	204	$30,653	
		Interdisciplinary QA/QC	6	mos	$ -	$ -	2	12	8	48	8	48	8	48		0	10	60		0	8	48		0		0		0		0	264	$41,824	
		Bid Package Management	6	mos	$ -	$ -	0	0	8	48	4	24	4	24		0	4	24		0		0		0		0		0	2	12	132	$20,604	
		DD Phase Value analysis	6	mos	$ -	$ -	0	0	8	48	4	24	4	24		0	16	96	8	48	8	48		0		0		0		0	288	$42,605	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
4.0	**CD**	**11/1/2025 to 9/30/2026**	48	wks				0		0		0		0		0		0		0		0		0		0		0		0	0	$0	$430,290
		OAC Meetings (Virtual)	48	ea	$ -	$ -	1	48	2	95	1	48	1	48		0	1	48		0		0		0		0	0.5	24	0	0	310	$52,811	
		Design Coordination Meetings	48	ea	$ -	$ -	0	0	4	191	2	95	4	191		0	2	95		0		0		0		0	0.5	24	1	48	643	$99,159	
		In Person Meetings Held In Vancouver	2	ea	$ 500	$ 1,000	8	16	8	16	2	4	8	16		0	8	16		0		0		0		0		0		0	68	$12,555	
		90% CD Estimate	1	ea	$ -	$ -	4	4	16	16		0	4	4		0	120	120	240	240	160	160	80	80		0		0		0	624	$75,840	
		90% CD Estimate Reconciliation	1	ea	$ -	$ -		0	16	16		0		0		0	16	16	16	16	32	32		0		0		0		0	80	$11,134	
		Scheule Development / Updates	9	mos	$ -	$ -	2	18	8	72	4	36	8	72	6	54	0	0		0	0	0		0		0		0	6	54	306	$45,979	
		Interdisciplinary QA/QC	9	mos	$ -	$ -	2	18	8	72	8	72	8	72		0	10	90		0	8	72		0		0		0		0	396	$62,736	
		Bid Package Management	9	mos	$ -	$ -	0	0	8	72	4	36	4	36		0	4	36		0		0		0		0		0	4	36	216	$32,915	
		CD Phase Value analysis	9	mos	$ -	$ -	0	0	4	36	4	36	4	36		0	8	72	4	36	4	36		0		0		0		0	252	$37,160	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
5.0	**General**		17	mos	$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
		Accounting Support	17	mos	$ -	$ -		0		0		0		0		0		0		0		0		0	8.7	147		0		0	147	$9,546	
		Allowance for Agg Pier Engineering and Misc Shop	1	Allowance	$ -	$ 50,000		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
					$ -	$ -		0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
								0		0		0		0		0		0		0		0		0		0		0		0	0	$0	
SUBTOTAL Kickoff																															**$ 840,958**	**Total Labor Cost**
TOTAL MATERIAL / STAFF HOURS / STAFF LABOR						**$54,500**		**211**		**1070**		**553**		**839**		**102**		**1058**		**662**		**655**		**160**		**147**		**75**		**219**	**5,751**	**Total Hours**

377.00	**wd**	**PRECONSTRUCTION DURATION (Work Days)**	START	END	DURATION (HRS)
Duration in Hours is based on 8hrs/day for a standard 5 day work-week.			04/22/25	09/30/26	3,016

ESTIMATED REIMBURSABLES

Drawings / Reproduction	1	Allow	$ 500	$ 500
Parking & Transportation	1	Allow	$ 1,750	$ 1,750
Postage / Messenger	1	Allow	$ 250	$ 50
Total Reimbursable				$ 2,300

PRECONSTRUCTION SERVICES SUMMARY

Travel	$4,500
EW Engineering and Detailing Allowance	$50,000

COMMENTS:
- Full estimate and reconciliation at 80% SD not included at the moment. Currently a heavier budget control summary effort performed at that stage
- Recommend performing the CD estimate earlier that 90%

	Total Staff Labor	$ 840,958
	Total Reimbursable	$ 2,300
	SUBTOTAL DIRECT COSTS	$ 897,758
B&O Taxes	Incl in rates	$ -
Insurances	Incl in rates	$ -
Contractors Fee (N/A Fixed Rates)	Incl in rates	$ -
	SUBTOTAL INDIRECT COSTS	$ -
	SUBTOTAL PRECONSTRUCTION SERVICES FEE	$ 897,758
	TOTAL PRECONSTRUCTION SERVICES FEE --->	$ 897,758

Contractor's Preconstruction Work Plan

Hourly Rates											
$251.21 /hr	$168.25 /hr	$134.60 /hr	$154.65 /hr	$135.83 /hr	$176.94 /hr	$90.99 /hr	$129.86 /hr	$95.95 /hr	$64.79 /hr	$108.26 /hr	$111.64 /hr
AM Brian	PRE Manager Albert	PM Derek	SUP'T Wade	Scheduler Dean	Lead Estimator Noel	Estimate Support Varies	MEP Estimators	Structural Estimators	Project Acct TBD	Sustainability Mark	Diversity Manager Courtney

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Exhibit 2
Cost Responsibility Matrix

Item/Task		Precon. Services Cost	Const. Manager's Fee	Specified General Conditions	Cost of Work/ MACC	Negotiated Support Services	Const. Manager's Contingency	Owner
In order to assist the GC/CM proposers in developing the cost associated with the segments of the fee proposals process and how costs are intended to be treated under the Contract Documents, the Owner is providing the following Cost Responsibility Matrix (CRM). The shaded and checked box indicates in what section the Owner expects the GC/CM proposer to apply the identified costs. This list is not intended to be a complete list of activities and costs required to complete the project, but a guide outline. Proposers should refer to the Request for Final Proposals (RFFP) along with the Contract Documents (Agreement & General Conditions), including all addenda, to ascertain all of the full project scope requirements. In the event there is conflict or omitted items contained in the CRM, the Contract Documents shall govern. Note that there are some items listed in the CRM that are not specifically addressed in the RFFP or Contract Documents but have been added to this CRM to clarify scope. These clarified scope items shall be included in the scope of services.								
Preconstruction Services (Definition)		X						
Make recommendation on possible alternate or substitute products, technologies, techniques, methods and practices.		X						
Preconstruction Services & related tasks prior to GMP.		X						
Review design drawings and specifications and comment on errors, omissions, inconsistencies and coordination issues.		X						
Evaluate Owner's program, schedule and construction budget.		X						
Design meetings with Owner and Architect and recording/dispersement of meeting minutes.		X						
Advise and make recommendations to Owner and Architect on design issues such as site use, selection of building materials, building systems, equipment and other project determinents.		X						
Assist Owner and Architect in establishing building information modeling protocols and standards.		X						
Review Owner-provided reports, existing facility record documents, design standards and program information and identify any errors or inconsistencies between them and the design.		X						
Constructability plan and ongoing constructability review/analysis of the design documents.		X						
Ongoing value engineering review and recommendations of the design documents.		X						
Site Investigation.		X						
Preparation and update of project schedule prior to GMP.		X						
Construction phasing plan and recommendations on phasing and early procurement prior to GMP.		X						
Ongoing cost estimating and budget reconcilliation prior to GMP.		X						

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Cost Responsibility Matrix

Item/Task		Precon. Services Cost	Const. Manager's Fee	Specified General Conditions	Cost of Work/ MACC	Negotiated Support Services	Const. Manager's Contingency	Owner
In order to assist the GC/CM proposers in developing the cost associated with the segments of the fee proposals process and how costs are intended to be treated under the Contract Documents, the Owner is providing the following Cost Responsibility Matrix (CRM). The shaded and checked box indicates in what section the Owner expects the GC/CM proposer to apply the identified costs. This list is not intended to be a complete list of activities and costs required to complete the project, but a guide outline. Proposers should refer to the Request for Final Proposals (RFFP) along with the Contract Documents (Agreement & General Conditions), including all addenda, to ascertain all of the full project scope requirements. In the event there is conflict or omitted items contained in the CRM, the Contract Documents shall govern. Note that there are some items listed in the CRM that are not specifically addressed in the RFFP or Contract Documents but have been added to this CRM to clarify scope. These clarified scope items shall be included in the scope of services.								
Make recommendation on equipment, materials, services and temporary facilities.		X						
Analysis of subcontractor and supplier market conditions prior to GMP.		X						
Development of subcontracting plan and subcontractor outreach to develop interest in the project prior to GMP.		X						
Subcontractor bididng process, including pre-bid eligibility, subcontractor bidding, subcontractor buyout and subcontract award and execution prior to GMP amendment.		X						
Testing, intrusive investigation, selective demolition and restoration during design, when pre-approved by Owner.		X						
Submit information as required to CPARB, prior to GMP.		X						
Udating and/or modifying of building information models supplied by Owner/Architect for cost estimating purposes.		X						
Advise/recommend on early procurement and/or early bid packages and provide planning, assembly, advertising, pre-bid conference, bidding, and associated GMP Amendment/Mini-MACC.		X						
Construction Manager's Fee (Definition)			X					
GCCM profit and all overhead expenses not otherwise reimbursable under Contract Documents.			X					
Overhead and other expenses of the GCCM's home office and offices other than the on-site office.			X					
All taxes (use, B&O, income, etc.), except State and local sales tax.			X					
Preparation and negotiation of Guaranteed Maximum Price proposal and the final Guaranteed Maximum Price Amendment.			X					
Costs above the Guaranteed Maximum Price, other than costs approved by Owner in a Change Order.			X					

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Cost Responsibility Matrix

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Salaries and other compensation of GC/CM personnel not stationed at the on-site office.			X					
Bonuses, Profit Sharing, Incentive Compensation and other Discretionary Payments.			X					
GCCM's capital expenses.			X					
Costs due to the negligence of or failure to fullfill a specific responsibility of the contract by the GC/CM, subcontractors of any tier, supplier or anyone employed by any of them.			X					
Overtime wages not pre-approved by Owner.			X					
Main office, home office or on-site office accounting related or data processing related, software, hardware or computer related costs.			X					
Penalties and fines imposed by a Governmental entity.			X					
Liquidated Damages.			X					
Costs of reproduction, telegrams, facsimilies, long-distance phone calls, postage, express delivery charges, telephone at the site and reasonable petty cash expenses of the on-site office.			X					
Legal, consultant or claims-related costs.			X					
Business licenses.			X					
Correction of Work rejected or deemed nonconforming to the requirements of the Contract Documents, including retesting and inspections.			X					
GC/CM's costs related to mediation related to claims, disputes or other matters.			X					
Specified General Conditions (Definition)				X				
GC/CM management of Negotiated Support Services.				X				

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GC/CM construction administration, management services and supervision of the project.				X				
All costs, except bid document reproduction and advertisement, associated with subcontractor pre-bid eligibility, subcontractor bidding, subcontractor buyout and subcontract award and execution after the GMP.				X				
All aspects of safety, and/or the project safety plan, implementation and administration.				X				
Any cost that is not specifically identified as a Reimbursable Cost of the Work, a Negotiated Support Service or as covered by the Fee.				X				
All bonds and insurance, except builders risk, required by A201 - Section 11 and bonding of subcontractors with contract value < $300K.				X				
Develop, submit, monitor, report and update Construction Schedule after GMP.				X				
Daily logs documenting construction activities, weather, subcontractors/workers on site, equipment on site, deliveries, safety/injury information, photos and other information.				X				
Maintain record copy of all subcontracts, purchase orders, record drawings and specifications, addenda, change orders, shop drawings, product data, samples, submittals, inspection reports, applicable handbooks, O&M manuals and instructions.				X				
Provide General Contractor's project manager(s), superintendent(s), field engineer(s), QC specialist(s), scheduling engineer(s), safety engineer(s), quality control specialist(s), administrative, clerical, accounting and data processing personnel.				X				
Develop Submittal Schedule and receive assemble, review, submit, track, revise, resubmit and maintain file of approved Submittals, Product Data, Samples and Shop Drawings.				X				
Assembly, submittal, revision and processing of Proposal Requests, Change Order Proposals, Construction Change Directives and Change Orders.				X				

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Wages or salaries of the GC/CM's supervisory and administrative personnel stationed at the site or a location other than the site.				X				
Wages and salaries of the GC/CM's supervisory and administrative personnel engaged at factories, workshops or while traveling in expediting the production or transportation of materials or equipment required for the Work.				X				
Onsite storage and handling of materials.				X				
Costs of the GC/CM's site office furnishings and equipment including technology, communication (phone, fax, cell phone), clerical and reproduction (copiers, printers and scanners).				X				
Costs for the GC/CM's electronic equipment and software, including computers, copy machines, printers, scanners, plotters and fax machines.				X				
Expenses incurred for relocation and temporary living allowances of GC/CM personnel.				X				
Commuting or travel costs from the GC/CM's home office or from any personnels home.				X				
Warehousing in the GC/CM's facility.				X				
Assembly, submittal, revision and processing of Application for Payment and Schedule of Values.				X				
Background/record check for employees of GC/CM and subcontractors through Washington State Patrol.				X				
Develop and administer a site security and tracking system for all individuals with access to the project site. System shall require all contractors, subcontractors, suppliers and visitors to display an identification badge/sticker.				X				
Coordination, Cooperation and Scheduling with and access to site for Owner and/or Owner's separate contractor(s).				X				

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Costs of document reproduction and delivery charges except for subcontractor bid packages, fax transmissions, long-distance phone calls, postage and parcel delivery charges, telephone and internet service at the site and reasonable petty cash expenses of the site office.				X				
Project Substantial Completion, Punchlist, Final Completion and Warrantee period requirements, deliverables, Work, tasks, processes, procedures, administration and coordination.				X				
Management, coordination and administration of work during commissioning process.				X				
All required and necessary Owner training.								
Notify, manage, coordinate and scheduling the independent special testing agency work and keep records of testing reports.				X				
Submit information as required to CPARB, after GMP				X				
Cost estimating after GMP.				X				
Facilitation of preconstruction, construction progress, pre-installation, subcontractor, and other construction related meetings after GMP, including meeting facilitation/administration and recording and distribution of minutes.				X				
Subcontract/subcontractor management, administration and coordination.				X				
GCCM's project-related accounting, cost accounting, cash flow analysis and record keeping realated to those functions.				X				
Mangement and administration of regulatory requirements.				X				
Maintain and update building information models during construction.				X				
Cost for company-owned vehicles or vehicle allowances for employees and the mileage, maintenance and fuel costs for such vehicles.				X				

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Subcontractor outreach to develop interest in the project after the GMP.				X				
All costs related to project closeout including, but not limited to, labor, activities and procedures.				X				
GC/CM's costs for hard-wired service connections, connection fees and monthly service charges for computers, internet, phone, copy machines and fax machines. Note that subcontractor costs for these items shall be included in the cost of the work.				X				
All costs related to project record documents.				X				
Cost of the Work/MACC (Definition)					X			
Allowances for Work that is not fully defined and/or quantified at the time of the GMP.					X			
Subcontractor bid document reproduction, after GMP, unless paid directly by Owner.					X			
Subcontractor cost(s) including labor, materials, equipment, rentals, fee, insurance, bonds etc. as allowed by the Contract Documents.					X			
Design-build subcontractor(s) and designer(s) as required by the Contract Documents.					X			
Wages or salaries of GC/CM's construction workers performing construction of the work at the site.					X			
Personnel payroll related costs required by law or collective bargaining for taxes, insurance, contributions, assessments. For personnel not covered by collective bargaining, sick leave, medical and health benefits, holidays, vacation time and pensions.					X			
Cost of materials and equipment, including transportation and off-site storage, to be incorporated in the construction.					X			

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Costs of transportation, storage, installation, dismantling, maintenance and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by GCCM and fully consumed in performance of the work.					X			
Rental charges from a third party for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by GCCM at the site and costs of transportation, installation, dismantling, minor repairs and removal of such temporary facilities, machinery, equipment and hand tools.					X			
Rentals from the GC/CM or an entity that it or any of it's owners has ownership.					X			
Subcontractor cost for progress cleaning including removal of rubbish and debris from the site of the Work and its proper and legal disposal. Note that a separate, specific subcontract for progress cleaning, rubbish removal and debris removal not normally included in a trade subcontract is not allowed as a cost of the Work.					X			
Fees of laboratories for tests required of the GCCM by the Contract Documents, except those related to defective or nonconforming work.					X			
Royalties and license fees paid fro the use of a particular design, process or product required by the contract documents.					X			
Deposits lost for causes other than the GC/CM's negligence or failure to fulfill a specific responsibility in the Contract Documents.					X			
Subcontractor permits, fees and licenses.					X			
Material, equipment, product and system warranties.					X			
Cutting, patching and restoration.					X			
Costs associated with uncovering work that is prematurely covered up prior to the Owner, Architect or a povernmental authority having been provide proper opportunity to inspect.					X			

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Hazardous materials and unsuitable soils abatement, removal and disposal identified within the Contract Documents.					X			
Subcontractor's costs for hard-wired service connections, connection fees and monthly service charges for computers, phone, copy machines and fax machines. Note that GC/CM's costs for these items shall be included in the Specified General Conditions.					X			
Costs for Subcontractor's electronic equipment and software, including computers, copy machines, printers, scanners, plotters and fax machines and the related connection and useage costs.								
Subcontractor costs for preparing, submitting and approval of submittals including, but not limited to, product data, samples, mockups, shop drawings, layout drawings required by specification divisions 02-49.					X			
Protection of building products subject to damage, under cover in a clean and weather-tight enclosure, with ventilation adequate to prevent condensation and maintain temperature and humidity within range required by manufacturer’s instructions.					X			
Construction waste including on-site containers for waste and recycling as well as related collection and/or disposal costs.								
All costs associated with equipment and utility shutdowns, including costs for associated overtime work, schedule changes or failure to complete utility connections within authorized shutdown periods.					X			
Removal of all temporary support facilities including, but not limited to, hoist power and water infrastructure, hoist foundations, and communications cabling and pathway, unless indicated otherwise in the Contract Documents and restoration of the Project site to original or new conditions, patching and filling as required to match adjacent surfaces.					X			

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Coordinate the need and pay for all electrical power and service with the local public utility. Contractor shall pay for, provide, and install all necessary temporary equipment for the installation and removal of temporary construction power as required for the Project and by the Owner and/or public utility. Temporary equipment shall be installed and maintained in accordance with applicable safety regulations and the Owner's requirements.					X			
Provide and maintain construction lighting to provide adequate general illumination of the work area for all trades. Shield construction lighting from adjacent residential areas.					X			
If Owner's HVAC system is utilized for construction, protect the HVAC system from construction dust contamination, install MERV 8 filter media, Replace Owner's filtration on any return air fan system with a minimum 85 percent filtration media prior to substantial completion and provide cleaning of the components exposed to contamination prior to Owner's occupancy.					X			
Costs associated with Preliminary Cleaning operations as a prerequisite for Architect's Final (Punchlist) Inspection.					X			
Coordinate and pay for: all temporary construction water with the local public utility; all cost of temporary piping including pressure reducing station, back flow preventer; and removal of piping and restoration as required by the public utility at the completion of the Work.					X			
Temporary enclosures including, but not limited to, fire-rated barriers, dustproof enclosures and site fences to protect the Work and to provide for public protection as required by law and ordinance.								
Negotiated Support Services (Definition)						X		

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Cranes and hoisting related costs including, but not limited to, mobile and/or tower cranes, personnel hoists, forklifts, and other specialized lifting apparatus and their labor for operation, as required for the work, if not subcontracted.						X		
GC/CM cost for progress cleaning including removal of rubbish and debris from the site of the Work and its proper and legal disposal, except when performed by a trade subcontractor as part of their subcontract work.						X		
Street cleaning, sweeping, dust control and maintenance/control of traffic, including flaggers, cones, signage, etc., on public streets and roads.						X		
Temporary heat, hookups and toilet & wash facililties.						X		
Temporary hookup, meter, fees and installation for construction utilities including, water, electric, natural gas, sewer and storm water.						X		
Advertisement and negotitiation of subcontractor bid packages after GMP.						X		
Builders Risk Insurance, if not paid by Owner.						X		
Fees for project-specific permits, licenses and the inspections of authorities having jurisdiction required of the GC/CM by the Contract Documents.						X		
Cost for final cleaning required following Architect's Final (Punchlist) Inspection and prior to Substantial Completion.						X		
Except for subcontractor permits, fees and licenses, all additional permits, licenses and micellaneous or ancillary fees required for the execution of the Work, including costs of renewal and penalties.						X		
Temporary protection of trees, shrubs, lawns, walks, pavement, etc.						X		
Temporary trailer/ field office space for Contractor and Owner/Architect, if required.						X		

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Furnish and install project identification sign(s) as designed by Architect.						X		
Cost for utilities (power, water and sewer) used during construction.						X		
Construction site security including security lighting, camera systems, alarm systems, patrols, fire watches, etc., as required.						X		
Temporary, construction utility (water, power, sewer) permits/fees, hook-up and meters.						X		
Provide, install and maintain erosion control measures.						X		
Provide, install and maintain scaffolding and shoring.						X		
Temporary elevator operations during construction and prior to inspection/approval by WA L&I.						X		
Weather protection costs not included in subcontractor bid scope.						X		
Building system mockups required by Contract Documents.						X		
Test Engineer Services						X		
Electrical Testing Subcontractor.						X		
Temporary fire protection.						X		
Furnish adequate temporary facilities for the sole use of the Owner's Testing Agency to provide safe storage and curing space for test specimens that must remain on-site prior to transport to the laboratory.						X		
Provide, install, maintain and remove miscellaneous temporary construction to protect the Work, including but not limited to, all required tarpaulins, canopies, warning signs, steps, bridges, platforms and other temporary construction necessary for the safe and proper completion of the Work.						X		

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Provide, install, maintain and remove temporary noise barriers between work equipment and adjacent facilities or properties as required to Maintain the sound pressure level of exterior construction noise from exceeding 60 decibels with a frequency rating function A (60 dBA) inside adjacent facilities with windows closed between the hours of 7:30 a.m. and 5:30 p.m. weekdays						X		
Services of Contractor's Structural Engineer and Contractor's Surveyor						X		
Travel expenses for out of town travel for project specific purposes, only if approved by the Owner,						X		
Construction Manager's Contingency (Definition)							X	
Costs related to project and design issues that a reasonable construction manager should have resolved during Precon.							X	
Costs for coordination items between drawings, drawings and specifications, items specified and not drawn, ambiguities in the Contract Documents.							X	
Buyout errors or shortfalls, scope gaps and coordination items between disciplines.							X	
Damaged Work not covered by insurance.							X	
Unanticipated General Conditions expenses.							X	
Increases in bid subcontracts and subcontractor performance or failure.							X	
Builders Risk Insurance, if paid by Owner.								X
Changes in scope of the Work after the GMP that result in Change Order.								X

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Concealed or unknown conditions that could not have been reasonably anticipated or discovered by the GC/CM during Preconstruction.								X
Regulatory agency changes after the GMP.								X
Significant design errors or omissions in the drawings or specs that could not have been reasonably anticipated or discovered by the GC/CM prior to GMP.								X
Changes required by governmental inspectors to meet requirements beyond those required in regulations.								X
Adjustments to allowances contained within the GMP.								X
State and local sales taxes.								X
Tests, inspections and reports required by law or otherwise agreed to, including structural, mechanical, chemical, air and water polution and hazardous materials.								X
Existing site survey and legal description.								X
Geotechnical engineering investigations and report.								X
Initial building permit and fees.								X
Independent Testing Agency testing and inspection services.								X
Subcontractor bid document reproduction prior to GMP.								X
Hazardous materials and unsuitable soils abatement, removal and disposal identified within the Contract Documents.								X
Design Team (Architectural & Engineering) Services.								X
Owner's Commissioning Authority.								X
GC/CM Advisory and Project Management Consultant, if applicable.								X

Cost Responsibility Matrix

Item/Task		Precon. Services Cost	Const. Manager's Fee	Specified General Conditions	Cost of Work/ MACC	Negotiated Support Services	Const. Manager's Contingency	Owner
In order to assist the GC/CM proposers in developing the cost associated with the segments of the fee proposals process and how costs are intended to be treated under the Contract Documents, the Owner is providing the following Cost Responsibility Matrix (CRM). The shaded and checked box indicates in what section the Owner expects the GC/CM proposer to apply the identified costs. This list is not intended to be a complete list of activities and costs required to complete the project, but a guide outline. Proposers should refer to the Request for Final Proposals (RFFP) along with the Contract Documents (Agreement & General Conditions), including all addenda, to ascertain all of the full project scope requirements. In the event there is conflict or omitted items contained in the CRM, the Contract Documents shall govern. Note that there are some items listed in the CRM that are not specifically addressed in the RFFP or Contract Documents but have been added to this CRM to clarify scope. These clarified scope items shall be included in the scope of services.								
Auditing Consultant.								X

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AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment #1

This first Amendment dated the 9/29/2025 is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 13th day of June in the year 2025 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Vancouver Public Works Operations Campus
8713 NE 94th Avenue
Vancouver, WA 98662

THE OWNER:
(Name, legal status, and address)

City of Vancouver
PO Box 1995
Vancouver WA 98668

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Skanska USA Building Inc
1010 NW Flanders, Ste 500
Portland OR 97209

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed $6,298,470, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Per Exhibit A

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND FINAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[«X»] The date of execution of this Amendment.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages shall be assessed as follows:

Construction Manager understands that if it fails to achieve Substantial Completion by the Substantial Completion Date (as specified in the GMP Amendment), Owner will suffer damages that are difficult to determine and accurately specify. Construction Manager agrees that if it fails to achieve Substantial Completion by the Substantial Completion Date, Construction Manager shall pay Owner $0.00 as liquidated damages for each calendar day that Substantial Completion extends beyond the relevant Substantial Completion Date.

Any liquidated damages assessed pursuant to this Contract shall be in lieu of all monetary liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are caused by any delay in achieving Substantial Completion or Final Completion, provided this limitation shall not apply to Construction Manager's duty to indemnify the Owner or to warrant Construction Manager's Work as provided in this Contract and shall not apply to any loss, damage, cost or liability incurred by Owner due to factors unrelated to Construction Manager's delay.

§ A.2.4 Final Completion

§ A.2.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Final Completion of the entire Work:

[« »] Not later than « » (« ») calendar days from the date of Substantial Completion.

[« »] By the following date: « »

§ A.2.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Final Completion of the entire Work, the Construction Manager shall achieve Final Completion of such portions by the following dates:

Portion of Work	Final Completion Date

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit C

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Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)
See Exhibit C

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
N/A	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Exhibit B

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See Exhibit B

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

« »

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User Notes: (2020107107)

This Amendment to the Agreement entered into as of the day and year first written above.

CITY OF VANCOUVER
A municipal corporation

Signed by:
C084EA446CF9483...
Lon Pluckhahn, City Manager

9/29/2025
Date

Attest:

Signed by:
Anthony Glenn For
1C30A6E850C240F...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Nena Cook
A17C8F7FA2AC4D4...
Nena Cook, City Attorney

CONTRACTOR:
Skanska USA Building Inc

Signed by:
94B32D9737024EA...
Signature

Brian Urban VP / Account Manager
Printed Name /Title

9/18/2025
Date

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MACC No. 1
Contract Amendment #1

Vancouver Public Works Operations Campus

EARLY WORK RELEASE

Pursuant to Section 6 of the Agreement, dated June 13, 2025, between City of Vancouver *(Owner)* and Skanska USA Building *(GC/CM)*, for the Vancouver Public Works Operations Campus *(the Project)*, the Owner and Construction Manager established an interim (Mini-MACC) Guaranteed Maximum Price (GMP) and Contract Time for the Work as set forth below.

ARTICLE 1: EARLY WORK RELEASE / GUARANTEED MAXIMUM PRICE (GMP)

The GC/CM's Guaranteed Maximum Price for the Work, including the Construction Manager's Fee, is **Six Million, Two Hundred Ninety Eight Thousand, Four Hundred Seventy dollars ($6,298,470)**. This Price is for the performance of the Work in accordance with the Exhibits attached to this Amendment as follows:

Description		Date
Exhibit A	Summary of Mini-MACC #1 GMP Pricing	August 27, 2025
Exhibit B	Scope of Work and Assumptions and Clarifications made in preparing the mini-MACC.	August 27, 2025
Exhibit C	Drawings, Specifications, Addenda, and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based. TCF Architects Contract Documents, dated as noted on the Attached Exhibit	August 27, 2025
Exhibit D	Allowance Items	August 27, 2025
Exhibit E	Alternate Prices	August 27, 2025
Exhibit F	Unit Prices	August 27, 2025
Exhibit G	Early Works Negotiated Support Services	August 27, 2025
Exhibit H	Project Schedule	August 27, 2025
Exhibit I	General Conditions	August 27, 2025
Exhibit J	Group 1 & 2 Bid and Bid Tabs – BP's 32A, 32B, 31A, 31B	August 27, 2025

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EXHIBIT A - CONSTRUCTION COST SUMMARY

August 27, 2025

Bid Pkg #	Description of Bid Package (or CSI modified Uniformat)	Value	Value of Previous Amendments	Value of Amendment #01		Total Contract Value
Bid Group 1						
32A	Early Planting and Irrigation	$ 223,000	$ -	$ 223,000		**$ 223,000**
32B	Fencing	$ 169,656	$ -	$ 169,656		**$ 169,656**
Bid Group 2						
31A	Early Sitework	$ 1,682,000	$ -	$ 1,682,000		**$ 1,682,000**
31B	Site Retaining Wall #2	$ 1,895,106		$ 1,895,106		**$ 1,895,106**
1	**Subtotal for Direct Subcontract Work**	**$ 3,969,762**	**$ -**	**$ 3,969,762**		**$ 3,969,762**
2	Fencing Vegetation Clearing and Trimming Allowance	$ 7,500	$ -	$ 7,500		**$ 7,500**
3	De-watering Baker Tank and Filtration Allowance	$ 200,000	$ -	$ 200,000		**$ 200,000**
4	Subcontractor Bonds (included in bid packages)	$ -	$ -	$ -		Included
5	**Subtotal for Other Contract Costs** (Add Lines 2, 3, & 4)	**$ 207,500**		**$ 207,500**		**$ 207,500**
6	**Total Subcontract Costs** (Add Lines 1 & 5)	**$ 4,177,262**	**$ -**	**$ 4,177,262**		**$ 4,177,262**
7	Negotiated Support Services	$ 404,728	$ -	$ 404,728		**$ 404,728**
8	Builder's Risk Allowance	$ 500,000	$ -	$ 500,000		**$ 500,000**
9	GC/CM Contingency (Subcontract Total x % Shown Below)	$ 125,318	$ -	$ 125,318		**$ 125,318**
10	**Maximum Allowable Construction Cost (MACC)** (Add Lines 6, 7, 8, & 9)	**$ 5,207,308**	**$ -**	**$ 5,207,308**		**$ 5,207,308**
11	Fixed Amount for Specified General Conditions	$ 835,549	$ -	$ 835,549		**$ 835,549**
12	GC/CM Fee x % Shown Below)	$ 255,613	$ -	$ 255,613		**$ 255,613**
13	**Total Contract Cost (TCC)** (Add Lines 10, 12, and 12)	**$ 6,298,470**	**$ -**	**$ 6,298,470**		**$ 6,298,470**
14	Preconstruction Services	$ 897,758.00	$ 897,758	$ -		**$ 897,758.00**
15	**TCC plus Preconstruction Services** (Add Lines 13 and 14)	**$ 7,196,228**	**$ 897,758**	**$ 6,298,470**		**$ 7,196,228**

Ref.	Risk Contingency & Fee Percentages Applicable to This Contract					
Line 8	GC/CM Contingency Percentage					3.00%
Line 10	GC/CM Fee Percentage					4.23%

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EXHIBIT "B"
MACC-1 (Contract AMENDMENT #1)
Scope of Work and Assumptions and Clarifications
City of Vancouver - Public Works Operations Campus

SCOPE OF WORK -

The following scopes of work are included with Amendment #1:

City of Vancouver (MACC-1 Bid Packages – Early Work Requirements):

1. **Bid Group #1**
   - 1.1 BP 32A – Early Tree Planting
     - i. Complete Scope as Identified in the Bid Package and related Addenda
   - 1.2 BP 32B – Fencing
     - i. Complete Scope as Identified in the Bid Package and related Addenda
2. **Bid Group #2**
   - 1.1 BP 31A – Early Sitework
     - i. Includes select clearing and grading, erosion control, MSE Retaining Wall #1, site demolition, PCB contaminated material handling and disposal, and miscellaneous early utilities. Partial early sitework is included per the Bid Package and related addenda.
   - 1.2 BP 31B – Site Retaining Wall #2
     - i. Complete scope with base bid soldier pile and lagging with reinforced shotcrete as identified in the Bid Package and related Addenda.

General Conditions and Negotiated Support Services (NSS):

1. Negotiated Support Services:
   a. NSS Cost For this Request: $404,728
2. General Conditions: $835,549
   a. General Conditions include site supervision and part time Project Management from August 2025 through September 2026. The estimated General Conditions also cover MACC #2 Early Sitework and Retaining Walls.
3. Overhead and Profit 4.23%: $255,613

ASSUMPTIONS AND CLARIFICATIONS -

1. Assumes a Notice to Proceed, NTP, from the Owner for the bid package values in Amendment Exhibit A, by September 22, 2025, and an executed associated GMP Amendment by September 26, 2025. Delay in issuance of NTP will entitle Skanska to revise the Early Work Schedule.
2. Builders Risk is included as an Allowance, pending updates for deductibles for the natural occurrence coverage. The Builders Risk policy will be in place and effective prior to starting construction activities on site.
3. The GMP Amendment assumes reasonable, unfettered, legal access commensurate with the Owner's Notice to Proceed.
4. Assumes Owner permits required for commencement of MACC #1 Early Work have been secured prior to the scheduled start date for related construction activities.
5. Public Agency reviews or approvals and associated fees are excluded, as well as the costs associated for any changes resulting from review by the agency and/or its inspectors, unless they are issues related to installation.

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6. Dewatering to the extent described in spec section 312319 is excluded. The NV5 geotechnical report estimates ground water at 20-30 feet below ground surface. Fall/winter activities such as planting, irrigation and fencing should not require dewatering. Geo exchange scope is planned to start in April going into the dry season. Dewatering as described in spec section 312319 will be considered for future scopes of Work. Skanska has included an Allowance of $200,000 for Baker Tanks, filtration and offsite discharge.
7. Estimated Negotiated Site Services, NSS, have been included from August 2025 through September 2026 for MACC #1 scope of Work. The NSS budget includes dump fees and hauling, drinking water, field toilets and hand washing stations, traffic control for large equipment mobilization and demobilization, 1-field office with a 2nd field office for the CoV inspector starting in April 2026, project signage, temporary water, early work survey, temporary generator power, temporary light plants for winter months, and 3rd party means and methods engineering.
8. Soldier pile retaining wall monitoring includes the following:
    a. Pre-construction survey of the existing flare station, including survey targets at 2-buildings and 2-fence posts.
    b. Survey monitoring points at the top of soldier pile wall spaced 25' O.C. Survey readings include vertical and horizontal measurements, accurate to 0.01 feet.
    c. Monitoring points shall be surveyed once/week for 13 weeks. Surveyor shall install new survey targets after shotcrete and monitor for 4 additional weeks after shotcrete is applied.
9. Prevailing wage rates are based on January 15, 2025, as noted in the Owner/Contractor Agreement.

EXCLUSIONS -

The following exclusions apply for Amendment #1:

1. Geo Exchange Boring Field and Division 23 scope of Work
2. Division 26 Scope
3. Division 07 Scope
4. Property boundary survey and record County survey
5. Any scope not specifically outlined above
6. Special inspection and testing services or fees

COST BASIS OF AMENDMENT #1

Amendment #1 Proposal is based upon the following:

1. Owner / Contractor Agreements dated on June 13, 2025 – AIA A133-2019 and AIA A201 - 2017
2. As-Bid Specified General Conditions
3. Project Schedule data date March 07, 2025, Run Date: July 03, 2025
4. Bids received on July 18, 2025, Bid Packages: 32A and 32B
5. Bids received on August 22, 2025, Bid Packages: 31A and 31B

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EXHIBIT "C"
MACC-1 (Contract AMENDMENT #1)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

DRAWINGS & SKETCHES, SPECIFICATIONS, ADDENDA and OTHER DOCUMENTS

The documents listed in this Exhibit C comprise part of the Contract Documents.

Drawings & Sketches

Drawing or Sketch No.	Description	Rev No.	Date
	GENERAL		
C000	COVER SHEET	1	7/18/2025
C001	SHEET INDEX	1	7/18/2025
	CIVIL		
C000	COVER SHEET	1	7/18/2025
C001	LEGEND	1	8/8/2025
LU 100	EXISTING CONDITIONS PLAN	1	7/18/2025
LU 200	CONCEPT PLAN	2	7/18/2025
C100	CLEARING AND EROSION CONTROL PLAN	3	8/8/2025
C101	CLEARING AND EROSION CONTROL PLAN	2	7/29/2025
C102	TESC NOTES AND DETAILS	1	7/18/2025
C200	GRADING PLAN	3	8/8/2025
C201	GRADING PLAN	2	7/29/2025
C202	SITE CROSS SECTIONS	1	7/18/2025
C203	RETAINING WALL PROFILES	3	8/8/2025
C204	RETAINING WALL PROFILES	1	7/18/2025
	STRUCTURAL		
R100	ECOLOGY BLOCK MSE WALL DETAILS	1	7/29/2025
S101	GENERAL NOTES	1	7/29/2025
S102	GENERAL NOTES	0	7/18/2025
S103	GENERAL NOTES	2	8/8/2025
S201	SOLDIER PILE WALL PLAN	2	8/8/2025
S211	SOLDIER PILE WALL ELEVATION	1	8/8/2025
S212	SOLDIER PILE WALL ELEVATION	1	8/8/2025
S301	SOLDIER PILE WALL DETAILS	1	7/29/2025
	MECHANICAL		
G101	COVER SHEET	1	7/18/2025
M001	SYMBOL LIST AND GENERAL NOTES - MECHANICAL	1	7/18/2025
M101	SITE PIPING PLAN - MECHANICAL	1	7/18/2025
M102	ENLARGED SITE PIPING PLAN - MECHANICAL	1	7/18/2025
M601	DETAILS - MECHANICAL	1	7/18/2025
M602	DETAILS - MECHANICAL	1	7/18/2025
	ELECTRICAL		
EG001	SYMBOL LIST AND GENERAL NOTES - ELECTRICAL	1	7/18/2025

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EG101	SITE PLAN - ELECTRICAL	1	7/18/2025
EG102	ENLARGED SITE PLAN - ELECTRICAL	1	7/18/2025
	LANDSCAPING		
LS1.0	LEVEL V TREE PLAN	1	7/18/2025
LS1.1	LEVEL V TREE PLAN	1	7/18/2025
LS2.1	PLANTING DETAILS	1	7/18/2025
LS2.0	PLANTING PLAN	1	7/18/2025
LS3.0	IRRIGATION PLAN	1	7/18/2025

Specifications

Specification Section	Description	Rev No.	Date
01	**GENERAL REQUIREMENTS**		
01 11 00	SUMMARY OF WORK		6/20/2025
01 23 00	ALTERNATES		6/20/2025
01 25 00	SUBSTITUTIONS		6/20/2025
01 26 00	CONTRACT MODIFICATIONS		6/20/2025
01 29 76	PROGRESS PAYMENTS		6/20/2025
01 31 00	PROJECT MANAGEMENT COORDINATION		6/20/2025
01 31 19	PROJECT MEETINGS		6/20/2025
01 32 16	CONSTRUCTION SCHEDULE		6/20/2025
01 33 00	SUBMITTAL PROCEDURES		6/20/2025
01 35 23	SAFETY REQUIREMENTS		6/20/2025
01 41 00	AIR BARRIER SYSTEM		6/20/2025
01 42 00	REFERENCES		6/20/2025
01 45 00	CONTRACTOR QUALITY CONTROL		6/20/2025
01 45 23	TESTING AND INSPECTION		6/20/2025
01 45 54	AIR BARRIER TESTING AND LEAK MITIGATION		6/20/2025
01 50 00	TEMPORARY FACILITIES AND CONTROLS		6/20/2025
01 56 39	TEMPORARY TREE PROTECTION PLAN		6/20/2025
01 58 00	PROJECT IDENTIFICATION		6/20/2025
01 71 23	FIELD ENGINEERING		6/20/2025
01 73 00	EXECUTION		6/20/2025
01 73 39	CUTTING AND PATCHING		6/20/2025
01 74 00	CONSTRUCTION WASTE MANAGEMENT		6/20/2025
01 75 00	TEST ENGINEER SERVICES		6/20/2025
01 77 00	CLOSEOUT PROCEDURES		6/20/2025
01 78 23	OPERATION AND MAINTENANCE DATA		6/20/2025
01 78 36	WARRANTIES		6/20/2025
01 79 00	DEMONSTRATION AND TRAINING		6/20/2025
01 91 00	COMMISSIONING		6/20/2025

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EXHIBIT "C"
MACC-1 (Contract AMENDMENT #1)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

07	**THERMAL AND MOISTURE PROTECTION**		
07 1900	WATER REPELLENTS		7/18/2025
07 9200	JOINTSEALANTS		7/18/2025
23	**HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**		
23 00 00	HEATING, VENTILATING AND AIR CONDITIONING (HVAC) BASIC REQUIREMENTS		6/20/2025
23 05 19	METERS AND GAUGES FOR HVAC PIPING		6/20/2025
23 05 23	GENERAL-DUTY VALVES FOR HVAC PIPING		6/20/2025
23 05 53	IDENTIFICATION FOR HVAC PIPING, DUCTWORK AND EQ		6/20/2025
23 21 13.33	GROUND-LOOP HEAT-PUMP PIPING		6/20/2025
23 21 13	HVAC PIPING		6/20/2025
23 21 16	HYDRONIC PIPING SPECIALTIES		6/20/2025
23 25 00	HVAC WATER TREATMENT		6/20/2025
26	**ELECTRICAL**		
26 00 00	ELECTRICAL BASIC REQUIREMENTS		6/20/2025
26 05 33	RACEWAYS		6/20/2025
26 05 43	ELECTRICAL VAULTS AND UNDERGROUND RACEWAYS		6/20/2025
31	**EARTHWORK**		
31 10 00	SITE CLEARING		7/18/2025
31 20 00	EARTH MOVING		7/18/2025
31 23 19	DEWATERING		7/18/2025
31 25 00	EROSION AND SEDIMENT CONTRO		7/18/2025
33	**UTILITIES**		
33 41 16	SUBDRAINAGE PIPING		7/18/2025

Addenda

Addendum No.	Description	Rev No.	Date
01	Addendum #01 Bid Group 1		07/9/2025
02	Addendum #02 Bid Group 1		07/11/2025
03	Addendum #03 Bid Group 1		07/15/2025
01	Addendum #01 Bid Group 2		07/31/2025
02	Addendum #02 Bid Group 2		08/11/2025
03	Addendum #03 Bid Group 2		08/14/2025
04	Addendum #04 Bid Group 2		08/18/2025
05	Addendum #05 Bid Group 2		08/19/2025

Other

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EXHIBIT "C"
MACC-1 (Contract AMENDMENT #1)
Drawings, Specifications, addenda and Reference Documents
Vancouver Public Works Operations Center

Document No.	Document Name	Rev No.	Date
	VPOC INFORMATION AVAILABLE TO BIDDERS 2025-7-18.pdf		7/18/2025
	Report of Geotechnical Engineering Services		10/02/2023
	Stormwater Pollution Prevention Plan (SWPPP)		02/28/2025

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EXHIBIT "D"
Contract AMENDMENT #1
Allowance Items
City of Vancouver – Public Works Operations Center

ALLOWANCE ITEMS -

These allowances are intended to provide for all direct and indirect construction costs associated with each of these items.

As these items are finally designed and procured, the MACC including the price and Project Schedule will be adjusted accordingly to reflect accepted, responsive subcontractor prices and schedule.

These allowances are intended to be subcontractor selling prices to the General Contractor Construction Manager (GCCM). Upon final determination of the actual cost of work, the GMP will be adjusted through a Change Order process as described in A133 2.0.2.

Allowances

Description	Estimated Amount	Unit Price	ALLOWANCE
1. BP #32B Fencing vegetation clearing and trimming	1	Allow	$ 7,500
2. BP #31A De-watering Baker Tank Filtration and Discharge	1	Allow	$ 200,000
3. Builders Risk Insurance	1	Allow	$ 500,000
Total MACC #1 Allowances			$ 707,500

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EXHIBIT "E"
Contract AMENDMENT #1
Alternate Prices
City of Vancouver – Public Works Operations Center

ALTERNATE PRICES

The stipulated dollar values are not inclusive of GC/CM Contingency, Fee, or WSST.

Alternate Description	Cost by Bid Package	Comments	Status/Decision Need Date
Omit Shotcrete wall headed studs, drain mat, drain and weep pipe.	**BP 31B ($574,735)**		9/15/2025
Omit Shotcrete wall headed studs, drain mat, drain and weep pipe.	**BP 31A ($15,000)**		9/15/2025

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EXHIBIT “F”
Contract AMENDMENT #1
Unit Prices
City of Vancouver – Public Works Operation Center

Unit Prices -

None

EXHIBIT "G"
Contract AMENDMENT #1
Early Work Negotiated Support Services
City of Vancouver – Public Works Operations Center

NEGOTIATED SUPPORT SERVICES

The stipulated dollar values are not inclusive of GC/CM Contingency, Fee, or WSST.

SKANSKA

VPOC	8713 NE 94th Ave. Vancouver, WA 98662		
Early Work Duration			
Negotiated Site Services			
Code	**Description**	**Early Work**	**Comments**
150.01320000	Survey	89,100.00	
150.01842500	Forklift	4,828.00	
150.01800500	Fuel & Oil	12,850.00	Generator and Forklift Fuel
150.01401500	Dump Fees and Hauling	10,000.00	
150.01221100	Drinking Water/Ice	1,000.00	
150.01400500	Field Toilets	33,160.00	
150.01521000	Traffic Control	23,000.00	
150.01592000	Temporary Water	11,460.00	Utility fees
150.01590500	Temporary Power	18,050.00	Generator Rental
150.01591500	Temporary Lighting	5,500.00	Temporary Light Plants
150.01504000	Temporary Site Protection	14,870.00	Temporary Fence
150.01200500	Field Offices	15,500.00	1-Field office for early work + 1-Office for CoV inspector as of April
150.01210500	Project Signage	3,500.00	
150.01503500	Temporary Protection	5,000.00	32-acre private utility locate
150.01582500	Perimeter/Opening Protection	6,500.00	
150.01570500	Temporary Weather Protection	141,409.80	
150.25103600	3rd Party Means and Methods Engineering	9,000.00	
Total		**$ 404,727.80**	

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SKANSKA

Early Work	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
Survey	-	-	12,000	10,000	10,000	13,500	13,500	10,500	8,600	7,500	3,500			-	89,100
Forklift	-	-	-	2,000	-	-	-	-	2,828	-	-	-	-	-	4,828
Fuel & Oil	-	800	800	800	800	800	800	1,200	1,200	1,200	1,200	1,200	1,200	850	12,850
Dump Fees and Hauling	-	500	750	750	800	800	800	800	800	800	800	800	800	800	10,000
Drinking Water/Ice	-	40	80	80	80	80	80	80	80	80	80	80	80	80	1,000
Field Toilets w/HW Station	870	1,180	1,180	1,180	1,180	1,490	1,490	1,490	1,490	1,490	1,490	14,530	-	4,100	33,160
Traffic Control	2,500	-	2,500	-	3,500	-	-	2,500	-	-	-	-	-	12,000	23,000
Temporary Water	-	1,000	5,000	120	120	120	600	700	700	700	700	700	700	300	11,460
Temporary Power	-	1,200	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	350	18,050
Temporary Lighting	-	-	800	800	800	800	800	800	-	-	-	-	-	700	5,500
Field Offices	-	2,125	625	625	625	625	625	625	2,875	1,350	1,350	1,350	1,350	1,350	15,500
Project Signage	-	1,500	-	-	-	2,000	-	-	-	-	-	-	-		3,500
Site Security	-	-	2,974	2,974	2,974	2,974	2,974	-	-	-	-	-	-	-	14,870
Temporary Protection	-	5,000	-	-	-	-	-	-	-	-	-	-	-	-	5,000
Perimeter/Opening Protection	-	-	-	-	-	-	-	-	6,500	-	-	-	-	-	6,500
Temporary Weather Protection	-	-	-	-	28,282	28,282	28,282	28,282	28,282	-	-	-	-		141,410
Means and Methods Engineering		2,500				3,000								3,500	9,000
Total															**$ 404,728**

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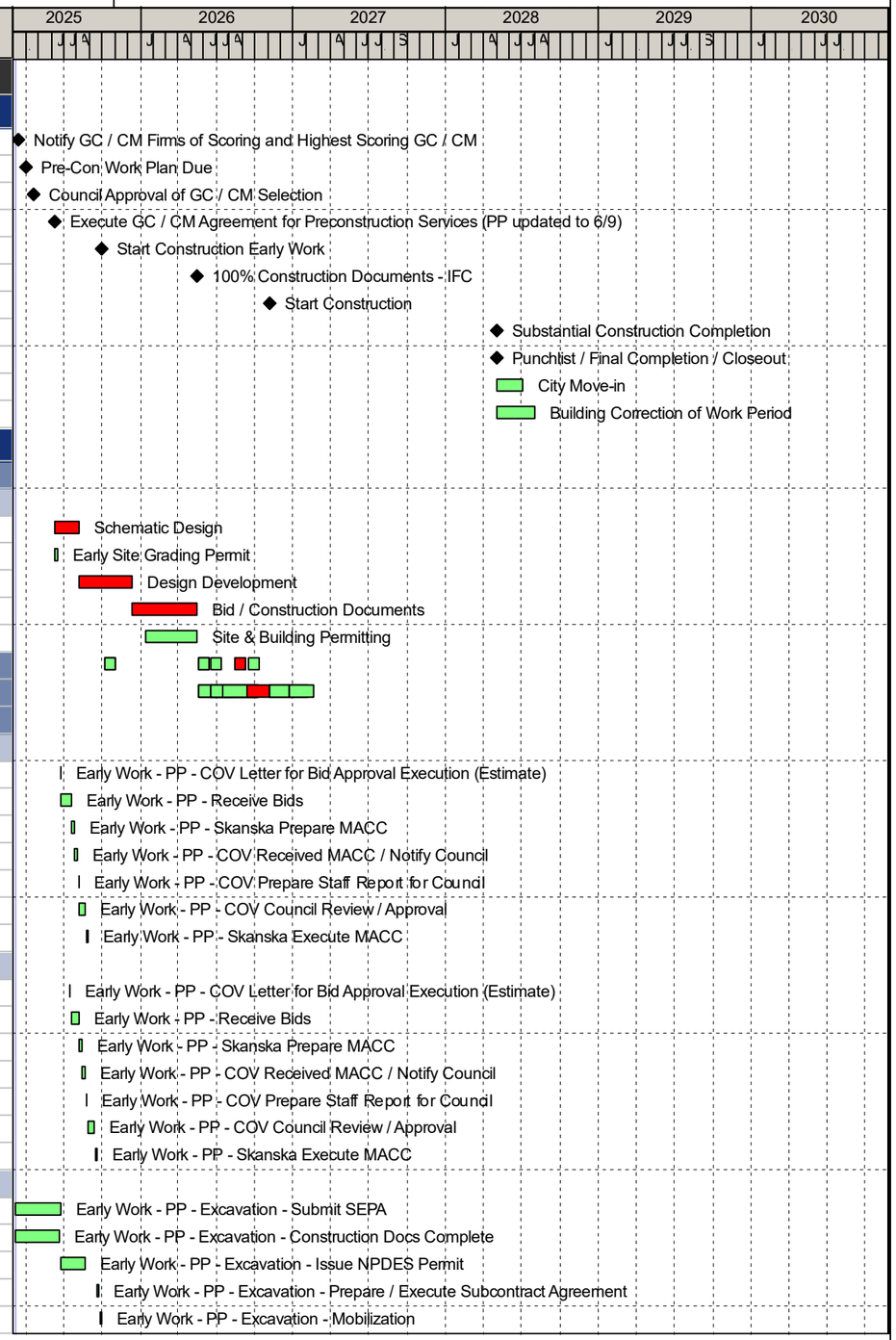
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT		1240	1246	14-Mar-25 A	23-Jan-30
EXECUTIVE SUMMARY		860	860	14-Mar-25	02-Aug-28
EXE163	Notify GC / CM Firms of Scoring and Highest Scoring GC / CM	0	0		14-Mar-25*
EXE173	Pre-Con Work Plan Due	0	0		31-Mar-25*
EXE183	Council Approval of GC / CM Selection	0	0		18-Apr-25*
EXE193	Execute GC / CM Agreement for Preconstruction Services (PP updated to 6/9)	0	0		09-Jun-25*
EXE203	Start Construction Early Work	0	0	30-Sep-25	
DES187	100% Construction Documents - IFC	0	0		15-May-26*
EXE113	Start Construction	0	0	06-Nov-26	
EXE101	Substantial Construction Completion	0	0		01-May-28*
EXE103	Punchlist / Final Completion / Closeout	0	0		01-May-28
EXE143	City Move-in	44	44	02-May-28	03-Jul-28
EXE153	Building Correction of Work Period	65	65	02-May-28	02-Aug-28
PRE-CONSTRUCTION		460	495	25-Apr-25 A	17-Feb-27
DESIGN		238	238	10-Jun-25	15-May-26
OVERALL		238	238	10-Jun-25	15-May-26
DES147	Schematic Design	42	42	10-Jun-25	07-Aug-25
DES111	Early Site Grading Permit	5	5	10-Jun-25	16-Jun-25
DES101	Design Development	86	86	08-Aug-25	10-Dec-25
DES102	Bid / Construction Documents	110	110	11-Dec-25	15-May-26
DES106	Site & Building Permitting	88	88	14-Jan-26	15-May-26
TRADE PARTNER CONTRACTING		259	259	06-Oct-25	12-Oct-26
CRITICAL MATERIAL & EQUIPMENT PROCUREMENT		191	191	18-May-26	17-Feb-27
EARLY WORK PROCUREMENT		301	287	25-Apr-25 A	22-Apr-26
EARLY WORK COV MACC 01 Negotiations		47	47	23-Jun-25 A	27-Aug-25
EW14610	Early Work - PP - COV Letter for Bid Approval Execution (Estimate)	1	1	23-Jun-25*	23-Jun-25
EW227	Early Work - PP - Receive Bids	15	18	27-Jun-25 A	18-Jul-25
EW15070	Early Work - PP - Skanska Prepare MACC	5	5	21-Jul-25	25-Jul-25
EWS257	Early Work - PP - COV Received MACC / Notify Council	6	6	28-Jul-25	04-Aug-25
EWS267	Early Work - PP - COV Prepare Staff Report for Council	2	2	05-Aug-25	06-Aug-25
EWS277	Early Work - PP - COV Council Review / Approval	12	12	07-Aug-25	22-Aug-25
EWS237	Early Work - PP - Skanska Execute MACC	3	3	25-Aug-25	27-Aug-25
EARLY WORK COV MACC 02 Negotiations		44	44	17-Jul-25	17-Sep-25
EW15060	Early Work - PP - COV Letter for Bid Approval Execution (Estimate)	1	1	17-Jul-25*	17-Jul-25
EW15050	Early Work - PP - Receive Bids	15	15	18-Jul-25	07-Aug-25
EW15080	Early Work - PP - Skanska Prepare MACC	5	5	08-Aug-25	14-Aug-25
EWS417	Early Work - PP - COV Received MACC / Notify Council	6	6	15-Aug-25	22-Aug-25
EWS427	Early Work - PP - COV Prepare Staff Report for Council	2	2	25-Aug-25	26-Aug-25
EWS437	Early Work - PP - COV Council Review / Approval	12	12	27-Aug-25	12-Sep-25
EWS407	Early Work - PP - Skanska Execute MACC	3	3	15-Sep-25	17-Sep-25
EARLY WORK Excavation		301	144	25-Apr-25 A	29-Sep-25
EW14730	Early Work - PP - Excavation - Submit SEPA	36	77	25-Apr-25 A	24-Jun-25
EW14660	Early Work - PP - Excavation - Construction Docs Complete	25	75	05-May-25 A	20-Jun-25
EW14720	Early Work - PP - Excavation - Issue NPDES Permit	58	58	25-Jun-25	21-Aug-25
EWS357	Early Work - PP - Excavation - Prepare / Execute Subcontract Agreement	5	5	18-Sep-25	24-Sep-25
EW14680	Early Work - PP - Excavation - Mobilization	3	3	25-Sep-25	29-Sep-25



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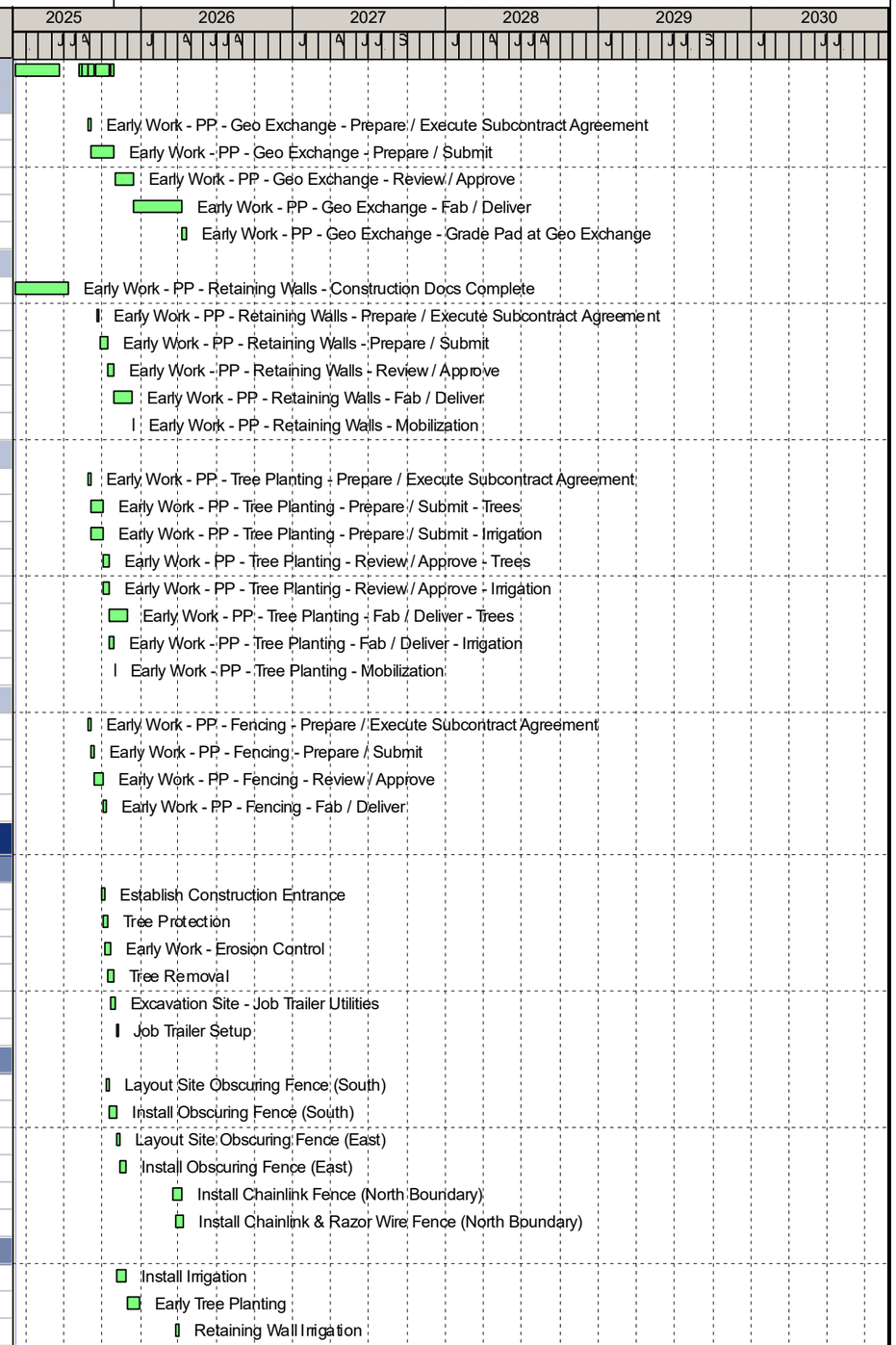
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EARLY WORK Aggregate Piers		228	164	05-May-25 A	27-Oct-25
EARLY WORK Geo Exchange		165	165	28-Aug-25	22-Apr-26
EWS367	Early Work - PP - Geo Exchange - Prepare / Execute Subcontract Agreement	5	5	28-Aug-25	04-Sep-25
EW14500	Early Work - PP - Geo Exchange - Prepare / Submit	40	40	05-Sep-25	30-Oct-25
EW14570	Early Work - PP - Geo Exchange - Review / Approve	30	30	31-Oct-25	15-Dec-25
EW14580	Early Work - PP - Geo Exchange - Fab / Deliver	80	80	16-Dec-25	08-Apr-26
EW14940	Early Work - PP - Geo Exchange - Grade Pad at Geo Exchange	10	10	09-Apr-26	22-Apr-26
EARLY WORK Retaining Walls		200	198	05-May-25 A	16-Dec-25
EW14790	Early Work - PP - Retaining Walls - Construction Docs Complete	25	89	05-May-25 A	11-Jul-25
EWS377	Early Work - PP - Retaining Walls - Prepare / Execute Subcontract Agreement	5	5	18-Sep-25	24-Sep-25
EW14760	Early Work - PP - Retaining Walls - Prepare / Submit	15	15	25-Sep-25	15-Oct-25
EW14770	Early Work - PP - Retaining Walls - Review / Approve	10	10	16-Oct-25	29-Oct-25
EW14780	Early Work - PP - Retaining Walls - Fab / Deliver	30	30	30-Oct-25	12-Dec-25
EW14800	Early Work - PP - Retaining Walls - Mobilization	2	2	15-Dec-25	16-Dec-25
EARLY WORK Tree Planting		65	65	28-Aug-25	01-Dec-25
EWS387	Early Work - PP - Tree Planting - Prepare / Execute Subcontract Agreement	5	5	28-Aug-25	04-Sep-25
EW14810	Early Work - PP - Tree Planting - Prepare / Submit - Trees	20	20	05-Sep-25	02-Oct-25
EW15140	Early Work - PP - Tree Planting - Prepare / Submit - Irrigation	20	20	05-Sep-25	02-Oct-25
EW14820	Early Work - PP - Tree Planting - Review / Approve - Trees	10	10	03-Oct-25	16-Oct-25
EW15150	Early Work - PP - Tree Planting - Review / Approve - Irrigation	10	10	03-Oct-25	16-Oct-25
EW14830	Early Work - PP - Tree Planting - Fab / Deliver - Trees	30	30	17-Oct-25	01-Dec-25
EW15160	Early Work - PP - Tree Planting - Fab / Deliver - Irrigation	10	10	17-Oct-25	30-Oct-25
EW14850	Early Work - PP - Tree Planting - Mobilization	2	2	31-Oct-25	03-Nov-25
EARLY WORK Fencing		30	30	28-Aug-25	09-Oct-25
EWS397	Early Work - PP - Fencing - Prepare / Execute Subcontract Agreement	5	5	28-Aug-25	04-Sep-25
EW15010	Early Work - PP - Fencing - Prepare / Submit	5	5	05-Sep-25	11-Sep-25
EW15020	Early Work - PP - Fencing - Review / Approve	15	15	12-Sep-25	02-Oct-25
EW15030	Early Work - PP - Fencing - Fab / Deliver	5	5	03-Oct-25	09-Oct-25
EARLY WORK CONSTRUCTION		657	657	30-Sep-25	01-May-28
EARLY WORK SITE MOBILIZATION		30	30	30-Sep-25	10-Nov-25
EW14870	Establish Construction Entrance	5	5	30-Sep-25	06-Oct-25
EW15240	Tree Protection	10	10	02-Oct-25	15-Oct-25
EW1030	Early Work - Erosion Control	10	10	07-Oct-25	20-Oct-25
EW15250	Tree Removal	10	10	16-Oct-25	29-Oct-25
EW1000	Excavation Site - Job Trailer Utilities	10	10	21-Oct-25	03-Nov-25
EW14880	Job Trailer Setup	5	5	04-Nov-25	10-Nov-25
EARLY WORK FENCING		130	130	10-Oct-25	15-Apr-26
EW14970	Layout Site Obscuring Fence (South)	5	5	10-Oct-25	16-Oct-25
EW14990	Install Obscuring Fence (South)	15	15	17-Oct-25	06-Nov-25
EW14980	Layout Site Obscuring Fence (East)	3	3	07-Nov-25	11-Nov-25
EW15000	Install Obscuring Fence (East)	10	10	12-Nov-25	25-Nov-25
EW15040	Install Chainlink Fence (North Boundary)	15	15	20-Mar-26	09-Apr-26
EW15090	Install Chainlink & Razor Wire Fence (North Boundary)	15	15	26-Mar-26	15-Apr-26
EARLY IRRIGATION & PLANTING		115	115	04-Nov-25	17-Apr-26
EW15100	Install Irrigation	17	17	04-Nov-25	26-Nov-25
EW15110	Early Tree Planting	20	20	02-Dec-25	30-Dec-25
EW15120	Retaining Wall Irrigation	7	7	26-Mar-26	03-Apr-26



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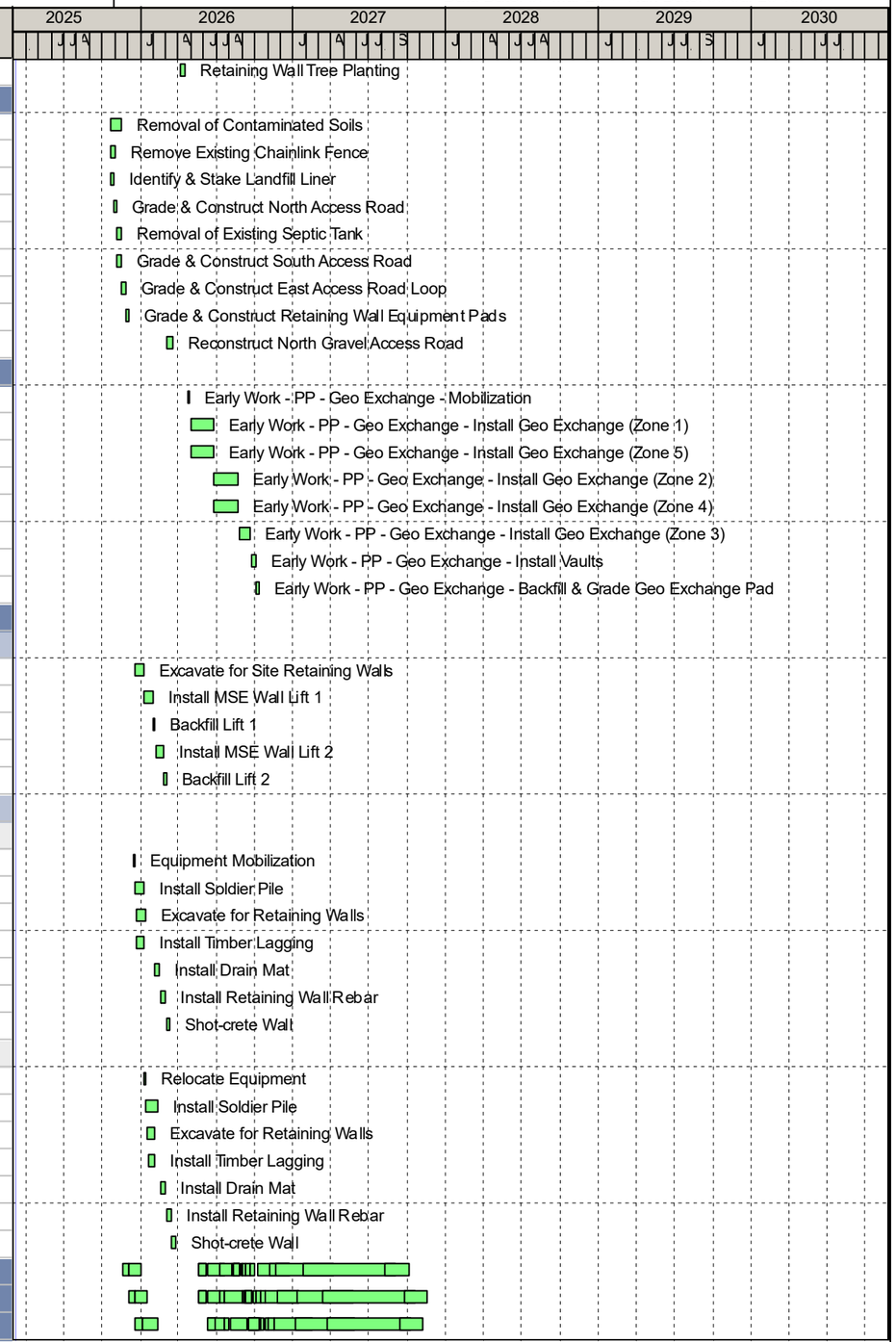
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
EW15130	Retaining Wall Tree Planting	10	10	06-Apr-26	17-Apr-26
EARLY WORK SITE EXCAVATION & UNDERGROUND UTILITIES		104	104	21-Oct-25	19-Mar-26
EW1180	Removal of Contaminated Soils	20	20	21-Oct-25	17-Nov-25
EW15170	Remove Existing Chainlink Fence	10	10	21-Oct-25	03-Nov-25
EW15190	Identify & Stake Landfill Liner	5	5	21-Oct-25	27-Oct-25
EW15200	Grade & Construct North Access Road	7	7	28-Oct-25	05-Nov-25
EW1200	Removal of Existing Septic Tank	10	10	04-Nov-25	17-Nov-25
EW15210	Grade & Construct South Access Road	7	7	06-Nov-25	14-Nov-25
EW15220	Grade & Construct East Access Road Loop	7	7	17-Nov-25	25-Nov-25
EW15230	Grade & Construct Retaining Wall Equipment Pads	5	5	26-Nov-25	04-Dec-25
EW15180	Reconstruct North Gravel Access Road	10	10	06-Mar-26	19-Mar-26
EARLY WORK GEO EXCHANGE		120	120	23-Apr-26	12-Oct-26
EW14750	Early Work - PP - Geo Exchange - Mobilization	5	5	23-Apr-26	29-Apr-26
EW14890	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 1)	40	40	30-Apr-26	25-Jun-26
EW14900	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 5)	40	40	30-Apr-26	25-Jun-26
EW14910	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 2)	40	40	26-Jun-26	21-Aug-26
EW14920	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 4)	40	40	26-Jun-26	21-Aug-26
EW14930	Early Work - PP - Geo Exchange - Install Geo Exchange (Zone 3)	20	20	24-Aug-26	21-Sep-26
EW14950	Early Work - PP - Geo Exchange - Install Vaults	10	10	22-Sep-26	05-Oct-26
EW14960	Early Work - PP - Geo Exchange - Backfill & Grade Geo Exchange Pad	5	5	06-Oct-26	12-Oct-26
SITE RETAINING WALLS		71	71	15-Dec-25	25-Mar-26
MSE RETAINING WALL		55	55	17-Dec-25	05-Mar-26
A2430	Excavate for Site Retaining Walls	15	15	17-Dec-25	08-Jan-26
A2850	Install MSE Wall Lift 1	15	15	09-Jan-26	29-Jan-26
A14000	Backfill Lift 1	5	5	30-Jan-26	05-Feb-26
A14010	Install MSE Wall Lift 2	15	15	06-Feb-26	26-Feb-26
A14020	Backfill Lift 2	5	5	27-Feb-26	05-Mar-26
SOLDIER PILE RETAINING WALL		71	71	15-Dec-25	25-Mar-26
RETAINING WALL UPPER		61	61	15-Dec-25	11-Mar-26
A14030	Equipment Mobilization	3	3	15-Dec-25	17-Dec-25
A2900	Install Soldier Pile	15	15	18-Dec-25	09-Jan-26
A2880	Excavate for Retaining Walls	15	15	22-Dec-25	13-Jan-26
A2910	Install Timber Lagging	10	10	24-Dec-25	08-Jan-26
A2940	Install Drain Mat	10	10	03-Feb-26	16-Feb-26
A2920	Install Retaining Wall Rebar	10	10	17-Feb-26	02-Mar-26
A2930	Shot-crete Wall	7	7	03-Mar-26	11-Mar-26
RETAINING WALL LOWER		54	54	09-Jan-26	25-Mar-26
A14100	Relocate Equipment	3	3	09-Jan-26	13-Jan-26
A14070	Install Soldier Pile	20	20	14-Jan-26	10-Feb-26
A14040	Excavate for Retaining Walls	15	15	16-Jan-26	05-Feb-26
A14080	Install Timber Lagging	10	10	20-Jan-26	02-Feb-26
A14060	Install Drain Mat	10	10	17-Feb-26	02-Mar-26
A14050	Install Retaining Wall Rebar	10	10	03-Mar-26	16-Mar-26
A14090	Shot-crete Wall	7	7	17-Mar-26	25-Mar-26
BUILDING A		476	476	18-Nov-25	04-Oct-27
BUILDING B		499	499	04-Dec-25	18-Nov-27
BUILDING C		480	480	18-Dec-25	05-Nov-27



Remaining Level of Effort | Actual Work | Critical Remaining Work
Actual Level of Effort | Remaining Work | Milestone

VANCOUVER PUBLIC WORKS OPS CAMPUS - TILT - CURRENT

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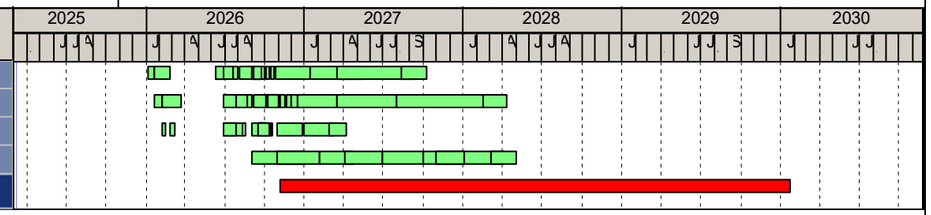
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
BUILDING D		448	448	07-Jan-26	08-Oct-27
BUILDING E		565	565	21-Jan-26	10-Apr-28
BUILDING F		296	296	09-Feb-26	07-Apr-27
SITEWORK		423	423	01-Sep-26	01-May-28
CONSTRUCTION		821	821	06-Nov-26	23-Jan-30



Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

EXHIBIT “H”
Contract AMENDMENT #1
Project Schedule
City of Vancouver – Public Works Operations Center

Project Schedule - data date March 07, 2025, Run Date: July 03, 2025

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

EXHIBIT "I"
Contract AMENDMENT #1
Early Work General Conditions
City of Vancouver – Public Works Operations Center

GENERAL CONDITIONS

The stipulated dollar values are not inclusive of GC/CM Contingency, Fee, or WSST.

Anticipated Project Completion																
Months																
Weeks																
Days																
	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work	Early Work			
	2025				2026											
Office Supervision	September	October	November	December	January	February	March	April	May	June	July	August	September	**Sub-Totals (Mo's)**	**Monthly Rate**	**Total Cost**
Project Executive - Albert Martin	0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**12**	**3,542.00**	**42,504**
Project Manager - Derek Bourque	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**11**	**16,285.00**	**179,135**
Project Engineer - Shams Khalid	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**13**	**6,489.00**	**84,357**
Sr. Superintendent - Wade Huber	0.50	0.50	0.50	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	**10**	**19,257.00**	**182,942**
Asst. Superintendent Interior - David Black	0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**12**	**8,971.00**	**107,652**
Safety EHS Manager - Melissa Winch		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**12**	**6,966.00**	**83,592**
QAQC Manager - NA			0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	1.00	1.00	**4.97**	**3,845.00**	**19,110**
Scheduler - TBD		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**12**	**1,389.00**	**16,668**
Project Accountant - TBD		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**12**	**5,520.00**	**66,240**
Material			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	**11**	**4,850**	**53,350**
																$ 835,549

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

EXHIBIT "J"
MACC-1 (Contract AMENDMENT #1)
Group I Bid Tab & Bids– BP 23A, 32A, 32B
City of Vancouver – Public Works Operations Center

Group I Bid Tab and Bids

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

EXHIBIT "J"
MACC-1 (Contract AMENDMENT #1)
Group I Bid Tab & Bids– BP 23A, 32A, 32B
City of Vancouver – Public Works Operations Center

BP# 23A – Geo Exchange

Bid Tabulation | **City of Vancouver - Public Works Operations Campus MACC 01** | **7/18/2025**

Bid Package: BP 23 Ground Source Geo Exchange
Bid Date:July 18, 2025
Bid Submittal Time: 11:00 AM
Bid Opening Time: 11:00 AM
Bid Opening Location: City of Vancouver City Hall - Aspen Conference Room

Bidder's Name:	GEONOMIC DEVELOPMENT	MAC-DONALD MILLER		
Bid Submitted on Time:	YES	YES		
Bid Form Section Signed and Complete:	YES	YES		
Bid Bond Attached:	NO	YES		
Surity Letter for PP Bond Attached:	NO	YES		
Acknowledged Addenda:	1 through 3	1 through 3	1 through	1 through

BASE BID - Geo-Exchange					
A.1 - Geo-Exchange		$ 3,834,300	$ 3,988,080		
C. Total Lump Sum Bid (Part A Total)		$ 3,834,300	$ 3,988,080		

Bids Opened By Albert Martin
Bid Opening Witnessed By Derek Bourgue
CoV ~~UBS~~ Representative Anna Vogel

Skanska USA Building Inc.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

EXHIBIT "J"
MACC-1 (Contract AMENDMENT #1)
Group I Bid Tab & Bids– BP 23A, 32A, 32B
City of Vancouver – Public Works Operations Center

BP# 32A – Tree Planting and Irrigation

Bid Tabulation | City of Vancouver - Public Works Operations Campus MACC 01 | 7/18/2025

Bid Package: BP 32A Early Tree Planting
Bid Date:July 18, 2025
Bid Submittal Time: 11:00 AM
Bid Opening Time: 11:00 AM
Bid Opening Location: City of Vancouver City Hall - Aspen Conference Room

Bidder's Name:	TRUESCAPES	PACIFIC LANDSCAPE SERV		
Bid Submitted on Time:	YES	YES		
Bid Form Section Signed and Complete:	YES	YES		
Bid Bond Attached:	NA	NA		
Surity Letter for PP Bond Attached:	NA	NA		
Acknowledged Addenda:	1 through 3	1 through 3	1 through	1 through

BASE BID - Early Tree Planting					
A.1 - Tree Planting		$189,400	$150,340		
A.2 - Design Build Irrigation Irrigation		$ 48,600	$ 72,660		
C. Total Lump Sum Bid (Part A Total)		$ 238,000 –	$ 223,000		

Bids Opened By Albert Martin
Bid Opening Witnessed By Derek Bouyer
CoV ~~HPS~~ Representative Anna Vogel

Skanska USA Building Inc.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

EXHIBIT "J"
MACC-1 (Contract AMENDMENT #1)
Group I Bid Tab & Bids– BP 23A, 32A, 32B
City of Vancouver – Public Works Operations Center

BP# 32B – Fencing

Bid Tabulation | City of Vancouver - Public Works Operations Campus MACC 01 | 7/18/2025

Bid Package: BP 32B Fencing
Bid Date:July 18, 2025
Bid Submittal Time: 11:00 AM
Bid Opening Time: 11:00 AM
Bid Opening Location: City of Vancouver City Hall - Aspen Conference Room

Bidder's Name:	HERO FENCE	TOWN & COUNTRY FENCE		
Bid Submitted on Time:	YES	YES		
Bid Form Section Signed and Complete:	YES	YES		
Bid Bond Attached:	NA	NA		
Surity Letter for PP Bond Attached:	NA	NA		
Acknowledged Addenda:	1 through 3	1 through 3	1 through	1 through

BASE BID - Fencing					
A.1 - Chain Link Fencing		$ 118,936.25/100	$ 141,600 —		
A.2 - Privacy Slats in Exisiting Chain Link Fence		$ 50,720 00	$ 90,789 —		
C. Total Lump Sum Bid (Part A Total)		$ 169,656.25/100	$ 232,389 —		

Bids Opened By Albert Martin
Bid Opening Witnessed By Derek Bourque
~~HDS~~ Representative Anna Vogel
Cov

Skanska USA Building Inc.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, July 18th, 2025)

TO: Skanska USA Building, Inc.

AT : Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660
Aspen Conference Room

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 3 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #32A Tree Planting and Design Build Irrigation:

Description of Bid Item:	Unit of Measure		Bid Amount
Planting	LS		$ 150,340
Irrigation	LS		$ 72,660
		Total Bid:	**$** 223,000

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

Two hundred twenty-three thousand Dollars
Print Dollar Amount

$ 223,000
Numerical Dollar Amount

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

INTENT AND AFFIDAVIT OF WAGES PAID
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. These costs are included in the bid.

TIME OF COMPLETION:
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Pacific Landscape Services Inc
Legal Name of Bidder

By (Authorized Signature)

Derek Burres
Printed Name

Business developer
Title

2200 Roosevelt Ave
Street Address

Vancouver, WA, 98682
City State

(360) 946-4284
Telephone Fax No.

derek@pacificlandscapeservices.com
Email

WA#PACIFLS950C2
State of Washington Contractor's License No.

The firm represented by the above signature is:
Sole Proprietorship _____
Partnership _____
Corporation
State of Incorporation X
Other _____

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, July 18th, 2025)

TO: Skanska USA Building, Inc.

AT : Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660
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I. Bid Package #32A Tree Planting and Design Build Irrigation:

Description of Bid Item:	Unit of Measure		Bid Amount
Planting	LS		$ 189,400.00
Irrigation	LS		$ 48,600.00
		Total Bid:	$ 238,000.00

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

Two Hundred Thirty-Eight Thousand and no/100 Dollars
Print Dollar Amount

$ 238,000.00
Numerical Dollar Amount

 Initials of Bidder's Representative AL

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scope

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

INTENT AND AFFIDAVIT OF WAGES PAID
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. These costs are included in the bid.

TIME OF COMPLETION:
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

TruScapes Landscape + Construction, LLC
Legal Name of Bidder

Angel Landeros
By (Authorized Signature)

Angel Landeros
Printed Name

Owner
Title

PO Box 11626, 205 W Washington Ave
Street Address

Yakima WA
City State

(509) 406-6058
Telephone Fax No.

conner@truscapeswa.com
Email

TRUSCLC761KL
State of Washington Contractor's License No.

The firm represented by the above signature is:
Sole Proprietorship ____
Partnership ____
Corporation
State of Incorporation WA
Other ____

 Initials of Bidder's Representative AL

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, July 18th, 2025)

TO: Skanska USA Building, Inc.

AT : Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660
Aspen Conference Room

The undersigned submits the following proposal.

ADDENDA:

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BASE BID:

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #32B Fencing:

Description of Bid Item:	Unit of Measure		Bid Amount
Chain Link Fencing	118,936.25 LS	X	$ 118,936.25
Provide Privacy Slats in Existing Chain Link Fence	50,720 LS	X	$ 50,720
		Total Bid:	$ 169,656.25

Voluntary Bid Alternate: Not to be included in the Total Bid value below

Description of Alternate	Unit of Measure	Alternate Amount
Remove existing chain link fabric and replace fabric with preloaded privacy slats	50,720 LS	$ 50,720

Note NA above in the Alternate Amount if you are not electing to bid the Alternate.

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

169,656.25 Dollars

Initials of Bidder's Representative

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

$ 169,656.25

INTENT AND AFFIDAVIT OF WAGES PAID
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. These costs are included in the bid.

TIME OF COMPLETION:
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Hero Fencing LLC
Legal Name of Bidder

By (Authorized Signature)

Dan Elzinga
Printed Name

Owner
Title

22007 NE 28th St.
Street Address

Camas WA
City State

(360)504-4376 N/A
Telephone Fax No.

info@hero-fence.com
Email

HEROFFL752BG
State of Washington Contractor's License No.

The firm represented by the above signature is:
Sole Proprietorship ____
Partnership ____
Corporation ____
State of Incorporation ____
Other LLC

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, July 18th, 2025)

TO: Skanska USA Building, Inc.

AT : Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660
Aspen Conference Room

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 3 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #32B Fencing:

Description of Bid Item:	Unit of Measure		Bid Amount
Chain Link Fencing	LS		$ 141,600.00
Provide Privacy Slats in Existing Chain Link Fence	LS		$ 90,789.00
		Total Bid:	$ 232,389.00

Voluntary Bid Alternate: Not to be included in the Total Bid value below

Description of Alternate	Unit of Measure	Alternate Amount
Remove existing chain link fabric and replace fabric with preloaded privacy slats	LS	$ 91,396.00

Note NA above in the Alternate Amount if you are not electing to bid the Alternate.

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

Two hundred thirty-two thousand three hundred eighty-nine Dollars
Print Dollar Amount

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

$ 232,389.00
Numerical Dollar Amount

INTENT AND AFFIDAVIT OF WAGES PAID
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. These costs are included in the bid.

TIME OF COMPLETION:
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Town & Country Fence Co. of Oregon
Legal Name of Bidder

By (Authorized Signature)

Keith Kittrick
Printed Name

General Manager / Operations
Title

P.O. Box 443
Street Address

Clackamas OR
City State

503-655-2055
Telephone Fax No.

keith@tcfence.us
Email

TOWNCFC178KF
State of Washington Contractor's License No.

The firm represented by the above signature is:
Sole Proprietorship ____
Partnership ____
Corporation ✓
State of Incorporation DE
Other ____

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

TOWN & COUNTRY FENCE CO. OF OREGON
8810 S.E. HERBERT COURT • P.O. BOX 443
CLACKAMAS, OREGON 97015-0443
PHONE: (503) 655-2055 • FAX: (503) 655-0353

DATE: 7/18/25

TO: SKANSKA

RE: City of Vancouver Public Works Operations Center
8713 NE 94th Ave, Vancouver, WA 98662

Scope:

2459 Linear Feet 6'-tall Chain-link Fence with 3 Strands Barbed Wire:
Layout Per Addendum 2, Sheet LS2.0
Per Spec Section 323113

Price: $141,600.00

2535 Linear Feet – Insert Slats into Existing Chain-link fence:
Layout Per Addendum 2, Sheet LS2.0
Per Spec Section 323113

Price: $90,789.00

Voluntary Bid Alternate:
Remove Accessible Chain-link Fabric on South and East Fence Lines
Replace with Commercial, Pre-Slatted 3 ½" x 5" Slat Link

Price: $91,396.00

Excludes Private Locates, concrete scanning, Fence grounding and bonding, all engineering, special inspections, surveying, staking, and grading, and clearing.

Keith Kittrick | CDT
General Manager / Operations

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

EXHIBIT "J"
MACC-1 (Contract AMENDMENT #1)
Group II Bid Tab & Bids– BP 31A & 31B
City of Vancouver – Public Works Operations Center

Group 2 Bid Tab and Bids

4125009: VPOC MACC #2

Prepared by Skanska - 1010 NW Flanders Street, Suite 500, Portland, OR 97209, United States of America

Bid Package Lead: Derek Bourque (derek.bourque@skanska.com)

Project Location: 8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

31 A: Early Sitework Generated August 22, 2025	Colf Construction LLC Submitted by Derek Bourque	Coffman Excavation Inc. Submitted by Matthew Byko	Goodfellow Bros. LLC Submitted by Mike Wright	Granite Construction Company Submitted by J.R. Rutan	Open Door Construction LLC Submitted by Tony Tosh
Base Bid	**$1,682,000** Original Proposal, August 22, 2025	**$1,827,476** Original Proposal, August 22, 2025	**$1,898,840** Original Proposal, August 22, 2025	**$2,405,487** Original Proposal, August 22, 2025	**$78,000** Revision #1, August 20, 2025
LINE ITEMS	Unit / Qty / Unit Cost / **Total Cost**	Unit / Qty / Unit Cost / **Total Cost**	Unit / Qty / Unit Cost / **Total Cost**	Unit / Qty / Unit Cost / **Total Cost**	Unit / Qty / Unit Cost / **Total Cost**
					$1,682,000 / **$1,827,476** / **$1,898,840** / **$2,405,487** / **$78,000**
Early Sitework (Remaining scope not listed below)	$550,000	$912,200	$1,090,435	$1,571,827	$12,000
Retaining Wall #1	$700,000	$620,041	$444,360	$554,674	$26,000
Erosion and Sedimentation Controls	$80,000	$60,459	$78,300	$207,890	$20,000
PCB Removal and Disposal	$330,000	$213,256	$267,045	$42,775	$12,200
Emergency Response Material/Equipment Allowance Input $3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Emergency Response Labor Allowance 120 labor hours	hours / 120.00 / $150.00 / $18,000	hours / 120.00 / $146.00 / $17,520	hours / 120.00 / $110.00 / $13,200	hours / 120.00 / $211.00 / $25,320	hours / 120.00 / $40.00 / $4,800
Trench Safety RCW 39.04.180	$1,000	$1,000	$2,500	$1	$0
ALTERNATES					
Deductive alternate to omit handling and disposal of shotcrete spoils	$15,000	-$5,318	-$4,015	$5,930	$0
INCLUSIONS	**$0**	**$0**	**$0**	**$0**	**$0**
Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	YES	YES	YES	YES	YES
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	YES	YES	YES	YES	YES
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	YES	YES	YES	YES	YES
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	YES	YES	YES	YES	YES
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	YES	YES	YES	YES	YES
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	YES	YES	YES	YES	YES
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	YES	YES	YES	YES	YES
Base Bid Total	**$1,682,000**	**$1,827,476**	**$1,898,840**	**$2,405,487**	**$78,000**
SCOPE-SPECIFIC INFORMATION					
Receipt of Addenda numbered # through ##	1 through 5	1-5	1-5	#1 though #5	yes 1-5
State of Washington Contractor's License No.	COLFCCL894BQ	COFFMEI871P2	GOODFBL825PH	GRANICC916DL	no
Legal Name of Bidder	Colf Construction LLC	Coffman Excavation Inc.	Goodfellow Bros. LLC	Granite Construction Company	Tony Tosh Open Door Construction LLC
Summary				Derek,Enclosed you will find a hard copy of our bid form, surety letter, bid bond, & our optional EMR	

DS MN

City of Vancouver Procurement

Initial DB

Skanska USA Building Inc.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $1,682,000

Submitted Aug 22, 2025 at 11:22 AM PDT
Colf Construction LLC
Vancouver, WA, United States of America

Submitted on behalf of Colf Construction LLC by Derek Bourque

Line Items

Description	Quantity	Unit Cost	Total Cost
Early Sitework (Remaining scope not listed below)			$550,000
Retaining Wall #1			$700,000
Erosion and Sedimentation Controls			$80,000
PCB Removal and Disposal			$330,000
Emergency Response Material/Equipment Allowance Input $3,000			$3,000
Emergency Response Labor Allowance 120 labor hours	120	× $150 /hour	$18,000
Trench Safety RCW 39.04.180			$1,000
Base Bid			**$1,682,000**

Alternates

Deductive alternate to omit handling and disposal of shotcrete spoils	$15,000

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and servi ces necessary to complete the scope of work and provide payment and performance bonds in strict accordance wit h the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 202 5. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The unde rsigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certific ate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bi d bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.3 50. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39. 04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contra ctor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1 through 5
State of Washington Contractor's License No.	COLFCCL894BQ
Legal Name of Bidder	Colf Construction LLC

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Additional Information

Notes

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, August 22nd, 2025)

TO: Skanska USA Building, Inc.

Attn: Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660

Or Mailed:
Attn: Skanska
City of Vancouver
Procurement Department
PO Box 1995, Vancouver, WA 98668-199

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 5 is hereby acknowledged.

BASE BID:

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #31A Early Sitework:

Description of Bid Item:	Unit of Measure		Bid Amount
Early Sitework (Remaining Scope not Mentioned Below)	LS		$ 550,000.00
Retaining Wall #1	LS		$ 700,000.00
Erosion & Sediment Control	LS		$ 80,000.00
PCB Removal & Disposal	LS		$ 330,000.00
Emergency Response Material/Equipment Allowance			$3,000.00
Trench Safety RCW 39.04.180			$ 1,000.00
Emergency Response Labor Allowance	HRS: 120	Hourly Rate: $ 150.00	$ 18,000.00
		Total Bid:	$ 1,682,000.00

Deductive Alternate #1: Not to be included in the Total Bid Value

Omit handling and disposal of shotcrete spoils	LS	$ 15,000.00

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

One Millian Six Hundred Eighty Two thousand dollars Dollars
Print Dollar Amount

$ 1,682,000.00
Numerical Dollar Amount

INTENT AND AFFIDAVIT OF WAGES PAID

In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:

This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.

BIDDER RESPONSIBILITY CRITERIA:

By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.

TIME OF COMPLETION:

Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:

Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Colf Construction LLC
Legal Name of Bidder

GC
By (Authorized Signature)

Garrett Colf
Printed Name

Estimator
Title

Po Box 1434
Street Address

Vancouver Wa

The firm represented by the above signature is:
Sole Proprietorship [redacted]
Partnership
Corporation
State of Incorporation
Other

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

City	State
360-949-6719	360-694-3875
Telephone	Fax No.

garrett@colf.com
Email

COLFCCL894BQ
State of Washington Contractor's License No.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Bond No. T-346

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Colf Construction, LLC
2112 NE Minnehaha Street
Vancouver, WA 98665

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
c/o CB&MS of WA., INC.
P.O. Box 681, Bothell, WA 98041

OWNER:
(Name, legal status and address)
Skanska USA Building, Inc.
400 Fairview Ave N, Suite 1000
Seattle, WA 98109

BOND AMOUNT: $ 5% Five Percent of amount bid

PROJECT:
(Name, location or address, and Project number, if any)
City of Vancouver Public Works Operations Center:
Early Sitework Project No. 2022-016
8713 NE 94th Ave
Vancouver, WA 98660

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

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statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of August, 2025

(Witness)

Colf Construction, LLC
(Contractor as Principal) (Seal)
By:
(Title)

R. A. Fix
(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)
By:
(Title) Attorney in Fact, Nicholas B. Fix

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

Init.

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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **N B Fix** of **BOTHELL**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **August**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

TRAVELERS

David Holland
Associate Account Executive
Travelers Bond & Specialty Insurance
11400 SE 8th Street
Suite 380
Bellevue, WA 98004
Phone: 425.623.5763
FAX: 206.326.4291
E-mail: Dhollan5@travelers.com

August 22, 2025

Re: City of Vancouver Public Works Operations Center: Early Site Work

To Whom it may concern

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")[1] to provide surety bonds for Colf Construction LLC for over 15 years. During that time they have built and we have bonded projects in the $1MM - $10MM range for a wide variety of owners.

It is our opinion that Colf Construction LLC is qualified to perform the above captioned project, which we understand has an estimated value of approximately $1.25MM. At their request we will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Colf Construction LLC and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

David Holland

[1] Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV ($2 billion or more)).

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

COLF CONSTRUCTION

PO Box 1434
Vancouver, WA 98668
Phone: 360-694-5364
Fax: 360-694-3875

To whom it may concern,

Owner acknowledges and agrees that it is the sole "generator", as defined by 40 CFR § 260.10 and WAC 173-303-040 and as referenced in Ch. 70A.300, RCW, of the PCB contamination currently existing on the Project. Owner agrees that Contractor shall not be required to perform any acts, including submitting any certifications, manifests, or other documentation required of the "generator." Owner also acknowledges and agrees that Contractor is the "transporter," as defined by 40 CFR § 260.10 and WAC 173-303-040, of the PCB contamination currently existing on the Project. All certifications, manifests, and/or similar documentation will be signed by the Owner as "generator" and the Contractor as "transporter." Owner agrees to defend, indemnify, and hold harmless Contractor, its principals, employees, subcontractors, agents, sureties, and assigns from any and all claims, causes of action, liability, and/or damages related to "generator" liability under 40 CFR § 260, WAC 173-303, Ch. 70A.300, RCW, or any similar statute or regulation. Owner agrees that Contractor's scope of work is limited to excavation, handling, and transport of contaminated media and that Owner is solely responsible for hazardous media classification and/or generator certification.

Thank you,

G H Cole

Garrett Colf
Colf Construction LLC
Estimator
8/22/2025

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $1,827,476

Submitted Aug 22, 2025 at 7:24 AM PDT

Coffman Excavation Inc.
13014 Clackamas River Dr, Oregon City, OR 97045, USA

Matthew Byko | Estimator | +1 971-202-3049 | mbyko@coffmanteam.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Early Sitework (Remaining scope not listed below)			$912,200
Retaining Wall #1			$620,041
Erosion and Sedimentation Controls			$60,459
PCB Removal and Disposal			$213,256
Emergency Response Material/Equipment Allowance Input $3,000			$3,000
Emergency Response Labor Allowance 120 labor hours	120	× $146 /hour	$17,520
Trench Safety RCW 39.04.180			$1,000
Base Bid			**$1,827,476**

Alternates

Deductive alternate to omit handling and disposal of shotcrete spoils	-$5,318

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and servi ces necessary to complete the scope of work and provide payment and performance bonds in strict accordance wit h the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 202 5. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The unde rsigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certific ate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bi d bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.3 50. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39. 04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contra ctor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1-5
State of Washington Contractor's License No.	COFFMEI871P2
Legal Name of Bidder	Coffman Excavation Inc.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Attachments

Add5 Bid Form - Bid Bond - S... (2.8 MB)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, August 22nd, 2025)

TO: Skanska USA Building, Inc.

Attn: Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660

Or Mailed:
Attn: Skanska
City of Vancouver
Procurement Department
PO Box 1995, Vancouver, WA 98668-199

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 5 is hereby acknowledged.

BASE BID:
Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #31A Early Sitework:

Description of Bid Item:	Unit of Measure		Bid Amount
Early Sitework (Remaining Scope not Mentioned Below)	LS		$ 912,200.00
Retaining Wall #1	LS		$ 620,041.00
Erosion & Sediment Control	LS		$ 60,459.00
PCB Removal & Disposal	LS		$ 213,256.00
Emergency Response Material/Equipment Allowance			$3,000.00
Trench Safety RCW 39.04.180			$ 1,000.00
Emergency Response Labor Allowance	HRS: 120	Hourly Rate: $ 146.00	$ 17,520.00
		Total Bid:	$1,827,476.00

Deductive Alternate #1: Not to be included in the Total Bid Value

Omit handling and disposal of shotcrete spoils	LS	$ (5,318.00)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

One million eight hundred twenty seven thousand and four hundred and seventy six Dollars
Print Dollar Amount

$ 1,827,476.00
Numerical Dollar Amount

INTENT AND AFFIDAVIT OF WAGES PAID

In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:

This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.

BIDDER RESPONSIBILITY CRITERIA:

By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.

TIME OF COMPLETION:

Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:

Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Coffman Excavation Inc.
Legal Name of Bidder

By (Authorized Signature)

Jake Ausmus
Printed Name

President
Title

13014 Clackamas River Drive
Street Address

Oregon City OR

The firm represented by the above signature is:

Sole Proprietorship	
Partnership	
Corporation	X
State of Incorporation	OR
Other	

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

City State

503-656-7000 503-656-0686
Telephone Fax No.

jausmus@coffmanteam.com
Email

COFFMEI871P2
State of Washington Contractor's License No.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Coffman Excavation Inc
13014 Clackamas River Dr.
Oregon City, OR 97045

SURETY:
(Name, legal status and principal place of business)
Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001
Mailing Address for Notices
One Hartford Plaza
Hartford , CT 06155

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Skanska USA Building Inc.

Vancouver, WA 98660

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Vancouver Public Works Operations Center, Bid Package #31A - Early Sitework, Vancouver, WA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of July, 2025.

Coffman Excavation Inc
(Principal) *(Seal)*

(Witness)

By: PRESIDENT
(Title)

Hartford Fire Insurance Company
(Surety) *(Seal)*

(Witness) Kristine Santamaria

By:
(Title) Roxana Palacios Attorney-in-Fact

HARTFORD FIRE INSURANCE CO. INCORPORATED 1810

S-0054/AS 8/10

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call **888-266-3488** *or fax* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: SurePath**

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Roxana Palacios *of* **Seattle, WA**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. Bid Bond on behalf of Coffman Excavation Inc naming Skanska USA Building Inc. as Obligee in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelie L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelie L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 23, 2025

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

July 23, 2025

JUL 24 2025

Skanska USA Building, Inc.
Vancouver, WA

To whom it may concern:

Re: Coffman Excavation Inc.
Vancouver Public Works Operations Center – Early Sitework – Bid Package 31A

This letter is in response to your request for information regarding Coffman Excavation Inc.'s ability to provide a 100% performance and payment bond on your project.

It has been our privilege to provide bonds for Coffman Excavation since 1987. Hartford Fire Insurance Company is pleased to be associated with Coffman Excavation and to provide the surety credit they require. Their current bond line of credit is $35,000,000 per single job based upon a $150,000,000 aggregate work program. This line of credit is in place to handle normal activity. Larger bond requests are reviewed on a case-by-case basis. In order to provide a commitment to write a bond, they will need to review usual underwriting information that would include the following:

1) A copy of the main contract agreement and subcontract agreement.
2) Confirmation of financing.
3) Evidence that the general contractor is bonded to the owner.

In our opinion, Coffman Excavation Inc. is a premier company. They are highly professional in all respects and enjoy an excellent relationship with owners, general contractors, subcontractors, and suppliers.

Hartford Fire Insurance Company is listed in the Federal Registry. They are rated A(Excellent) by AM Best with a Financial Size Category of XV. Should you need any additional information, please give me a call at 800-767-0650.

Sincerely,

USI INSURANCE SERVICES and
HARTFORD FIRE INSURANCE COMPANY

Roxana Palacios

Roxana Palacios
Assistant Vice President and Attorney-in-Fact
roxana.palacios@usi.com

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES NORTHWEST
Agency Code: 52-810246

☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Scott C. Alderman, Jamie Armfield, Amber Engel, Tatiana Gefter, Tara Koloski, Laura Kovarik, Debbie Lindstrom, Marina Matyunin, Allison McClintock, Kathleen Mitchell, Kathy Nye, Roxana Palacios, Kristine Santamaria, Lori Stark, Holly E. Ulfers of SEATTLE, Washington

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 23, 2025.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Revised: July 31, 2024

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $1,898,840

Submitted Aug 22, 2025 at 9:42 AM PDT

Goodfellow Bros. LLC
7515 Northeast Ambassador Place, Portland, OR 97220, USA

Mike Wright | Estimator | +1 971-330-9641 | mikewr@goodfellowbros.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Early Sitework (Remaining scope not listed below)			$1,090,435
Retaining Wall #1			$444,360
Erosion and Sedimentation Controls			$78,300
PCB Removal and Disposal			$267,045
Emergency Response Material/Equipment Allowance Input $3,000			$3,000
Emergency Response Labor Allowance 120 labor hours	120	× $110 /hour	$13,200
Trench Safety RCW 39.04.180			$2,500
Base Bid			**$1,898,840**

Alternates

Deductive alternate to omit handling and disposal of shotcrete spoils	-$4,015

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1-5
State of Washington Contractor's License No.	GOODFBL825PH
Legal Name of Bidder	Goodfellow Bros. LLC

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Attachments

VPOC BP31A - Early Sitework... (374 KB)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, August 22nd, 2025)

TO: Skanska USA Building, Inc.

Attn: Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660

Or Mailed:
Attn: Skanska
City of Vancouver
Procurement Department
PO Box 1995, Vancouver, WA 98668-199

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 01 through 05 is hereby acknowledged.

BASE BID:
Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #31A Early Sitework:

Description of Bid Item:	Unit of Measure		Bid Amount
Early Sitework (Remaining Scope not Mentioned Below)	LS		$1,090,435.00
Retaining Wall #1	LS		$ 444,360.00
Erosion & Sediment Control	LS		$ 78,300.00
PCB Removal & Disposal	LS		$ 267,045.00
Emergency Response Material/Equipment Allowance			$3,000.00
Trench Safety RCW 39.04.180			$ 2500.00
Emergency Response Labor Allowance	HRS: 120	Hourly Rate: $ 110.00	$ 13,200.00
		Total Bid:	**$ 1,898,840.00**

Deductive Alternate #1: Not to be included in the Total Bid Value

Omit handling and disposal of shotcrete spoils	LS	$ -4,015.00

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

One million, eight hundred and ninety eight thousand, eight hundred and forty Dollars
Print Dollar Amount

$ 1,898,840.00
Numerical Dollar Amount

INTENT AND AFFIDAVIT OF WAGES PAID

In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:

This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.

BIDDER RESPONSIBILITY CRITERIA:

By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.

TIME OF COMPLETION:

Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:

Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Goodfellow Bros. LLC
Legal Name of Bidder

By (Authorized Signature)

Joseph R. Correy
Printed Name

Division President Oregon
Title

7515 NE Ambassador Pl., Ste. E
Street Address

Portland, Or

The firm represented by the above signature is:
Sole Proprietorship ____
Partnership ____
Corporation ____
State of Incorporation ____
Other LLC

GOODFELLOW BROS. LLC ESTABLISHED 1921 WENATCHEE, WASHINGTON

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

City State

503-246-4114, 503-256-4884

Telephone Fax No.

mikewr@goodfellowbros.com

Email

GOODFBL825PH

State of Washington Contractor's License No.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:
(Name, legal status and address)

Goodfellow Bros. LLC
PO Box 598
Wenatchee, WA 98807

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
1 Tower Sq, Hartford, CT 06183-0001

OWNER:
(Name, legal status and address)

City of Vancouver
415 W 6th St, Vancouver, WA 98660

BOND AMOUNT: Five Percent (5%) of total amount of bid

PROJECT:
(Name, location or address, and Project number, if any)

CITY OF VANCOUVER PUBLIC WORKS OPS CENTER
BP#31A – EARLY EARTHWORK & SITE WALL 1
4711 E 4th Plain Blvd
Vancouver, WA 98660

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Signed and sealed this 11th day of August, 2025.

GOODFELLOW BROS. LLC ESTABLISHED 1921 WEIRTON, WEST VIRGINIA

Goodfellow Bros. LLC
(Principal)

Division President Oregon
(Title)

(Witness) Joseph R. Correy

Travelers Casualty and Surety Company of America

(Surety) *(Seal)*

Rossio Polio, Attorney-in-Fact
(Title)

(Witness) Christopher M Howell

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rossio Polio** of **SAN FRANCISCO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **August**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

TRAVELERS

Travis Belling
Managing Director, Construction Services
Travelers Bond & Specialty Insurance
1501 Fourth Avenue
Suite 1000
Seattle, WA 98101
Phone: 206-326-4284
FAX: 206-326-4291
E-mail
Tbelling@Travelers.com

June 02, 2025

Re: Goodfellow Bros. LLC

To Whom It May Concern:

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")[1] to provide surety bonds for Goodfellow Bros. LLC ("Goodfellow") for over 100 years. Through the years, they have, in our opinion, remained properly financed and very capably managed.

Goodfellow has a normal total bonding capacity with Travelers well in excess of $1,500,000,000, as measured by the value of uncompleted work. Specific project needs might take the bond program higher. On a routine basis, we consider specific bid requests that approach $300,000,000. Available bonding capacity is approximately $600,000,000. The bonding capacity of Goodfellow remains in full force and effect. It is our opinion that Goodfellow is qualified to perform the above captioned project. At their request we will give favorable consideration to provide any required performance & payment bonds.

Please understand that the decision to issue performance and payment bonds is a matter between Goodfellow and Travelers and we assume no liability to third parties or to you if for any reason we do not execute said bonds. Requests for performance and payment bonds are subject to our standard underwriting at the time of the request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing.

Travelers may be found on the U.S. Treasury list of certified sureties, on federal bonds and is licensed to write surety bonds in the State of Oregon and Idaho.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Travis Belling

[1] Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV ($2 billion or more)).

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

RISK SOLUTION
PARTNERS

A WOODRUFF SAWYER COMPANY

COMPANY WIDE EMR LETTER

March 18, 2025

Re: Experience Modification Rate Certification Letter

To Whom It May Concern:

This certifies Goodfellow Bros. LLC Workers Compensation Experience Modification Rate for each of the past four annual effective dates listed below:

6/1/25 - .61
6/1/24 - .47
6/1/23 - .78
6/1/22 - .75

If you have any follow up questions as it relates to Goodfellow Bros. Experience Modification, please feel free to reach out to me directly at 415.402.6634.

Sincerely,

Michael Landucci, CRIS
Senior Vice President – Partner
Woodruff Sawyer – Construction and Real Estate Practice

Insurance Services
Risk Management
Surety Bonds

T 808.954.7475

800 Bethel Street, Suite 201
Honolulu, HI 96813

HI License 342912
AN ASSUREX GLOBAL & IBN PARTNER

risksolutionpartners.com

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State of Washington
Department of Labor and Industries
PO Box 44140
Olympia WA 98504-4140

THIS IS NOT A BILL

12-07-24

Rate Notice: WA Workers' Compensation

Effective Date:	Experience Factor[4]:
January 1, 2025	0.9623
Experience Period:	
July 1, 2020 - June 30, 2023	
WA Unified Business Identifier (UBI):	
604 303 536	
L&I Account ID:	**PAC Number:**
028,618-05	42421024
Account Manager:	
RAJ LUKE (360) 902-5535	

WASHINGTON ONLY EMR LETTER

Policyholder

GOODFELLOW BROS LLC
ATTN: LESLIE ROBINSON
PO BOX 598
WENATCHEE WA 98807

What went into calculating your 2025 workers' comp rates?

1. Change in L&I average 'base' rate: 3.8% average rate increase for 2025; rates specific to your industry can be found on our website at lni.wa.gov

2. Changes in industry costs: Changes in claim costs compared to premiums collected for your industry ('risk class') in which some or all of your employees worked.

3. Your Experience Factor: Based on the medical, wage replacement and disability benefit costs for worker claims on your account, during the experience period listed above.

Find 12 tools to enhance safety and control costs at www.Lni.wa.gov/ControlMyRates.

Pay your premiums online: www.Lni.wa.gov/QuarterlyReports

Need help understanding this notice? Call your account manager at the phone number shown above.

Have a payroll service?
Send them a copy of this notice.

Your Rate Information

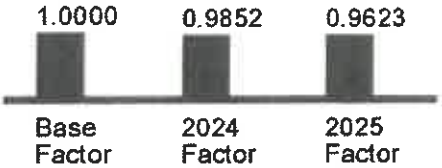
Class Code	Class Code Description	Accident Fund (AF)[1]	Medical Aid Fund (MA)[2]	Stay at Work Program[3]	Supp. Pension Fund (SP)[3]	Hourly* Employer Contribution	+ Hourly* Employee Withholding	= Your Total Hourly* Rate [(1+2+3)x4]+5
0101-02	Excavation NOC	1.3751	0.5262	0.0206	0.1758	$1.67420	$0.35100	$2.0252
0103-09	Drilling NOC	1.6528	0.8809	0.0243	0.1758	$2.11395	$0.52345	$2.6374
0107-01	Pipelaying NOC	1.2697	0.4778	0.0190	0.1758	$1.54875	$0.32695	$1.8757
0108-01	Sewer Const/Septic Tank Inst	1.3666	0.4517	0.0206	0.1758	$1.63025	$0.31515	$1.9454
0112-00	Comm Prod Sand/GRVL/Clay/Ston	1.0490	0.4688	0.0156	0.1758	$1.33045	$0.32095	$1.6514
0201-01	Bridge/OVHD Crossing Const/Rpr	3.4894	0.9311	0.0528	0.1758	$3.91920	$0.56130	$4.4805
0201-04	Brkwtr Jetty/Levee Const/Rpr	3.4894	0.9311	0.0528	0.1758	$3.91920	$0.56130	$4.4805
0217-00	Concrete Flatwork NOC	1.4133	0.5733	0.0211	0.1758	$1.73390	$0.37390	$2.1078
4900-00	Superint/Proj. Mgr - Const	0.2182	0.0869	0.0033	0.1758	$0.34130	$0.13130	$0.4726
4904-00	Clerical Office NOC & Draftsmn	0.0188	0.0102	0.0003	0.1758	$0.11105	$0.09295	$0.2040
5004-18	Misc Forest Svcs, NOC-Manual	1.4083	0.8348	0.0206	0.1758	$1.85470	$0.49950	$2.3542
5006-08	Misc Forest Svcs, NOC-Machine	2.0933	0.6337	0.0316	0.1758	$2.42240	$0.40800	$2.8304

This is the employer's contribution to workers' comp coverage.

Withhold this amount from employee pay for each hour* they work. It is their contribution to workers' comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours* worked to calculate premiums.

Your experience factor history:



What's an experience factor?
See back for an explanation.

F225-004-000 [10-2014]

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $2,405,487

Submitted Aug 22, 2025 at 9:59 AM PDT

Granite Construction Company
135 Tidyman Road, Dallesport, WA 98617, United States of America

J.R. Rutan | +1 360-768-7414 | jr.rutan@gcinc.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Early Sitework (Remaining scope not listed below)			$1,571,827
Retaining Wall #1			$554,674
Erosion and Sedimentation Controls			$207,890
PCB Removal and Disposal			$42,775
Emergency Response Material/Equipment Allowance Input $3,000			$3,000
Emergency Response Labor Allowance 120 labor hours	120	× $211 /hour	$25,320
Trench Safety RCW 39.04.180			$1
Base Bid			**$2,405,487**

Alternates

Deductive alternate to omit handling and disposal of shotcrete spoils	$5,930

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	#1 though #5
State of Washington Contractor's License No.	GRANICC916DL
Legal Name of Bidder	Granite Construction Company

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Additional Information

Notes

Derek,
Enclosed you will find a hard copy of our bid form, surety letter, bid bond, & our optional EMR letter.

Best Regards,

J.R. Rutan
Senior Estimator I
Direct: 360-604-7632 | Mobile: 360-768-7414
16281 SE McGillivray Blvd, Vancouver, WA, 98683

Attachments

VPOC Add 5 Granite Bid Docs... (5.2 MB)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

BID FORM

(To be submitted no later than 11:00 AM on Friday, August 22nd, 2025)

TO: Skanska USA Building, Inc.

Attn: Derek Bourque
City of Vancouver City Hall
415 W 6th St, Vancouver, WA 98660

Or Mailed:
Attn: Skanska
City of Vancouver
Procurement Department
PO Box 1995, Vancouver, WA 98668-199

The undersigned submits the following proposal.

ADDENDA:

Receipt of Addenda numbered 1 through 5 is hereby acknowledged.

BASE BID:
Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts of:

I. Bid Package #31A Early Sitework:

Description of Bid Item:	Unit of Measure		Bid Amount
Early Sitework (Remaining Scope not Mentioned Below)	LS		$1,571,827.00
Retaining Wall #1	LS		$554,674.00
Erosion & Sediment Control	LS		$207,890.00
PCB Removal & Disposal	LS		$42,775.00
Emergency Response Material/Equipment Allowance			$3,000.00
Trench Safety RCW 39.04.180			$1.00
Emergency Response Labor Allowance	HRS	Hourly Rate	$25,320.00
	120	$211.00	
		Total Bid:	$2,405,487.00

Deductive Alternate #1: Not to be included in the Total Bid Value

Omit handling and disposal of shotcrete spoils	LS	$5,930.00

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

II. TOTAL BID:

Totals of Part I Above (do NOT include State Sales Tax):

Two Million Four Hundred Thousand Four Hundred Eighty Seven & No Cents Dollars
Print Dollar Amount

$2,405,487.00
Numerical Dollar Amount

INTENT AND AFFIDAVIT OF WAGES PAID

In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.

PREVAILING WAGE:

This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.

BIDDER RESPONSIBILITY CRITERIA:

By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.

TIME OF COMPLETION:

Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.

CONTRACT AND BOND:

Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.

BIDDER INFORMATION:

Granite Construction Company
Legal Name of Bidder

The firm represented by the above signature is:
Sole Proprietorship ____
Partnership ____
Corporation x
State of Incorporation ____
Other ____

Paul Harding
By (Authorized Signature)

Paul Harding
Printed Name

VP Regional Operations
Title

16821 SE McGillvray Blvd Suite 210B Vancouver, WA 98683
Street Address

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Skanska USA Building, Inc.
Vancouver Public Works Operations Center
Bid Form

City Vancouver State WA

360-254-0978 NA

Telephone Fax No.

bid.vancouver@gcinc.com

Email

GRANICC916DL

State of Washington Contractor's License No.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

BID BOND
(Private Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS,

That we, Granite Construction Company, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Skanska USA Building Inc., Obligee, in the sum of Five Percent (5%) of Bid Amount U.S. Dollars ($5% of Bid Amount) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to Obligee on a contract for Vancouver Public Works Operations Center Bid Package #31A Early Sitework ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

PROVIDED, HOWEVER, that neither Principal nor Surety shall be bound hereunder unless Obligee prior to the execution of the final contract furnishes evidence satisfactory to Principal and Surety that financing has been obtained to cover the entire cost of the Project.

Signed this 8th day of August, 2025.

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

Granite Construction Company (Principal)

By: Paul Harding

Paul Harding VP Regional Operations

Travelers Casualty and Surety Company of America

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

By: Isabel Barron

Isabel Barron, Attorney-in-Fact

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On August 8, 2025 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NROE1 MARIA GOMEZ COMM. #2414077 Notary Public - California Santa Cruz County My Comm. Expires Sep. 24, 2026 NROE1

Signature Maria Gomez **(Seal)**
Maria Gomez, Notary Public

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this August 8, 2025 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

TRAVELERS

1 Tower Square, Hartford, CT 06183

August 8, 2025

Skanska USA Building, Inc
PO Box 1995
Vancouver, WA 98668-199

RE: Vancouver Public Works Operations Center Bid Package #31A Early Sitework

To Whom It May Concern:

The undersigned surety companies are pleased to execute contract bonds for Granite Construction Incorporated and its subsidiaries, including Granite Construction Company. The Principal has been provided with performance, payment, and warranty bonds since 1926. During that time, individual bonds have been underwritten in excess of $1,000,000,000, while an aggregate work program well above that amount has been supported. Additionally, participation in joint venture projects has exceeded $1 billion.

The aggregate bonding capacity is $10,000,000,000; current available bonding capacity as of August 8, 2025 is approximately $6,724,086,712. It is the current intent of the sureties to provide 100% performance and payment bonds, subject to acceptable contract terms and conditions and underwriting conditions at the time the bonds are requested by Granite Construction Company. Our consideration and issuance of bonds is a matter solely between Granite Construction Company and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We have the utmost confidence in the integrity and ability of Granite Construction Company and consider, them to be one of the premier construction companies in the United States. We are pleased to give them our highest recommendation.

Sincerely,

TRAVELERS CASUALTY and SURETY COMPANY of AMERICA, A.M. Best Rating: A++ XV
FEDERAL INSURANCE COMPANY, A.M. Best Rating: A++ XV
THE CONTINENTAL INSURANCE COMPANY, A.M. Best Rating: A XV

Isabel Barron
Attorney in Fact

THE CONTINENTAL INSURANCE COMPANY

FEDERAL INSURANCE COMPANY INDIANA

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On August 8, 2025 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NROE1 MARIA GOMEZ COMM. #2414077 Notary Public - California Santa Cruz County My Comm. Expires Sep. 24, 2026 NROE1

Signature Maria Gomez (Seal)
Maria Gomez, Notary Public

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this August 8, 2025

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Isabel Barron, John D. Gilliland, Maria Gomez, William Phillips, Jr., Roberto J. Rivera-Rodriguez, Mariela Rubio, Ashley Stinson and Tobi Telesco of Watsonville, California ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **July, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this 15th day of **July, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 8, 2025

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D. Gilliland, Ashley Stinson, Tobi Telesco, Isabel Barron, Roberto J. Rivera-Rodriguez, Maria Gomez, Mariela Rubio, William Phillips, Jr., Individually

of Watsonville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of June, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC SOUTH DAKOTA
SEAL SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this August 8, 2025

.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

March 14, 2024

Granite Construction Company
585 West Beach Street
Watsonville, CA 95076

RE: Washington Department of Labor and Industries
Workers' Compensation Experience Modification

To Whom It May Concern:

The following are the current and past four years Washington Department of Labor and Industries Workers' Compensation Experience Modifications.

The modifications are currently effective January 1st for the period of one year.

January 2024	.6683
January 2023	.5477
January 2022	.5477
January 2021	.4919
January 2020	.5991

Do not hesitate to contact us with any additional questions.

Regards,

Kimberly Leikam
Account Executive
Alliant Insurance Services, Inc. | Construction Services Group
O) 415-403-1491
kleikam@alliant.com| www.alliant.com
CA License# 0C36861

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal revision #1: $78,000

Submitted Aug 20, 2025 at 5:09 AM PDT

Open Door Construction LLC
POB 61361, Suite 209, Durham, NC 27715, United States of America

Tony Tosh | Project Manager | +1 704-834-1077 | opendoorconstructionllc@gmail.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Early Sitework (Remaining scope not listed below)			$12,000
Retaining Wall #1			$26,000
Erosion and Sedimentation Controls			$20,000
PCB Removal and Disposal			$12,200
Emergency Response Material/Equipment Allowance Input $3,000			$3,000
Emergency Response Labor Allowance 120 labor hours	120	$4 /hou	$4,800
Trench Safety RCW 39.04.180			$0
Base Bid			**$78,000**

Alternates

Deductive alternate to omit handling and disposal of shotcrete spoils	$0

Inclusions

Pursuant to and in compliance with the Bid Package and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127-WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	yes 1-5
State of Washington Contractor's License No.	no
Legal Name of Bidder	Tony Tosh Open Door Construction LLC

NON-RESPONSIVE

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

4125009: VPOC MACC #2

Prepared by Skanska - 1010 NW Flanders Street, Suite 500, Portland, OR 97209, United States of America

Bid Package Lead: Derek Bourque (derek.bourque@skanska.com)

Project Location: 8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

31 B: Site Retaining Wall #2

Generated August 22, 2025

Base Bid

	DBM Contractors, Inc. Submitted by Chris Wahl **$1,882,457** Original Proposal, August 22, 2025				Pacific Foundation, Inc. Submitted by Sam Siechta **$1,953,759** Revision #1, August 22, 2025				Dewitt Construction Inc. Submitted by Garett Speyer **$2,255,770** Original Proposal, August 22, 2025				Drill Tech Drilling & Shoring, Inc. Submitted by Isaias Molina **$3,898,169** Original Proposal, August 22, 2025			
	Unit	Qty	Unit Cost	Total Cost	Unit	Qty	Unit Cost	Total Cost	Unit	Qty	Unit Cost	Total Cost	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				**$1,882,457**				**$1,953,759**				**$2,255,770**				**$3,898,169**
Site Retaining wall #2				$1,882,457				$1,953,759				$2,255,770				$3,833,177
Trench Safety RCW 39.04.180				$0				$0				$0				$64,992
ALTERNATES																
Deductive Alternate #1: Omit Shotcrete and Reinforcing				$574,735				$529,909				$644,350				$586,075
INCLUSIONS				**$0**				**$0**				**$0**				**$0**
Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts				YES				YES				YES				YES
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.				YES				YES				YES				YES
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.				YES				YES				YES				YES
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.				YES				YES				YES				YES
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.				YES				YES				YES				NO
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.				YES				YES				YES				YES
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.				YES				YES				YES				YES
Base Bid Total				**$1,882,457**				**$1,953,759**				**$2,255,770**				**$3,898,169**
SCOPE-SPECIFIC INFORMATION																
Receipt of Addenda numbered # through ##				1-5				1-5				1-5				1 through 5
State of Washington Contractor's License No.				DONALI*331RQ				PACIFFI883CP				DEWITCI055QA				DRILLTD000KC
Legal Name of Bidder				Donald B Murphy Contractors, Inc.				Pacific Foundation Inc				DeWitt Construction Inc.				Drill Tech Drilling & Shoring, Inc.
Summary								Thank you for the opportunity, please see attached.								Good morning,Attached, please find Statement of Bond Capacity, Bid Bond, and Experience Modifica

DS MN

City of Vancouver Procurement

Initial DB

Skanska USA Building Inc.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $1,882,457

Submitted Aug 22, 2025 at 8:23 AM PDT

DBM Contractors, Inc.
1220 S 356th St, Federal Way, WA 98003, USA

Chris Wahl | chris.wahl@dbmcontractors.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Site Retaining wall #2			$1,882,457
Trench Safety RCW 39.04.180			$0
Base Bid			**$1,882,457**

Alternates

Deductive Alternate #1: Omit Shotcrete and Reinforcing	$574,735

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1-5
State of Washington Contractor's License No.	DONALI*331RQ
Legal Name of Bidder	Donald B Murphy Contractors, Inc.

Attachments

DBM Bid Bond - City of Vanc... (798 KB)

DBM Surety Letter - 2025 (el... (227 KB)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Donald B. Murphy Contractors, Inc.

as Principal, hereinafter called the Principal,

and the Liberty Mutual Insurance Company,

of Seattle, Washington, a corporation duly organized under

the laws of the State of Massachusetts, as Surety, hereinafter called the Surety, are held and firmly bound unto

Skanska USA Building, Inc. as Obligee, hereinafter called the Obligee,

in the sum of Five Percent (5%) of Bid Amount

Dollars ($ Five Percent (5%) of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Site Retaining Wall at VPOC CoV, Vancouver Public Works Operations Campus - 31B Site Retaining Wall #2, 25-1467

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of August, 2025.

Witness

Donald B. Murphy Contractors, Inc. (Seal)
Principal
Title

Annelies M. Richie
Witness

Liberty Mutual Insurance Company
By
Christopher Kinyon
Attorney-in-Fact

S-0054/GE 12/00

XDP

Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214128-023049**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James B. Binder; Charla M. Boadle; Amelia G. Burrill; Brandon K. Bush; Julie A. Craker; Carley Espiritu; Jacob T. Haddock; Brent E. Heilesen; Lindsey Elaine Jorgensen; Aliceon A. Keltner; Christopher Kinyon; Holli Lagerquist; Michael Mansfield; Jamie L. Marques; Kari Michelle Motley; Justin Dean Price; Annelies M. Richie; Tamara A. Ringeisen; Travis J. Robles; Donald Percell Shanklin, Jr., Edward Sims, Katharine J. Snider; Lois F. Weathers; Sarah Whitaker; Eric A. Zimmerman

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of June, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of August, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

February 13, 2025

Re: Donald B. Murphy Contractors, Inc.
Prequalification Letter

To Whom It May Concern:

It has been the privilege of Propel Insurance and Liberty Mutual Insurance Company to provide surety bonds on behalf of Donald B. Murphy Contractors, Inc. for over 49 years, during which time Donald B. Murphy Contractors, Inc. has performed, and we have issued performance and payment bond for contracts valued in the $20-$30 million range. In our opinion, Donald B. Murphy Contractors, Inc. remains properly financed, well equipped, and capably managed.

At the present time, Liberty Mutual Insurance Company provides a $45 Million single project and $75 Million aggregate surety program to Donald B. Murphy Contractors, Inc. As always, Liberty Mutual Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to your or your affiliates if for any reason we do not execute such bonds.

Liberty Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A (Excellent), XV by A.M. Best Company.

Very Truly Yours,
Liberty Mutual Insurance Company

By: Carley Espiritu, Attorney-in-Fact

Find your momentum

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal revision #1: $1,953,758.70

Submitted Aug 22, 2025 at 10:43 AM PDT

Pacific Foundation, Inc.
7206 Northeast 47th Avenue, Vancouver, WA 98661, USA

Sam Slechta | Project Manager/Estimator | +1 360-200-6608 | +1 360-216-5169 | sam@pacific-foundation.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Site Retaining wall #2			$1,953,758.70
Trench Safety RCW 39.04.180			$0
Base Bid			**$1,953,758.70**

Alternates

Deductive Alternate #1: Omit Shotcrete and Reinforcing	$529,909.19

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and servi ces necessary to complete the scope of work and provide payment and performance bonds in strict accordance wit h the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 202 5. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The unde rsigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certific ate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bi d bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.3 50. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39. 04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contra ctor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1-5
State of Washington Contractor's License No.	PACIFFI883CP
Legal Name of Bidder	Pacific Foundation Inc

Additional Information

Notes Thank you for the opportunity, please see attached.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Attachments

- 25213 VPOC Shoring Proposa... (519 KB)
- Bid Bond.pdf (454 KB)
- Bondability Letter.pdf (301 KB)
- Bid Form Addendum 1.pdf (315 KB)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Pacific Foundation, Inc.
1400 Columbia Street
Vancouver, WA 98660

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
P.O. BOX 14498
DES MOINES, IA 50306 - 3498

OWNER:
(Name, legal status and address)
Skanska USA Building, Inc.
P.O. Box 1995,
Vancouver WA, 98668-1995

BOND AMOUNT: $ Five Percent of Amount Bid (5% of Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Vancouver Public Works Operations Center
Bid Package 31B - Site Retaining Wall #2
Skanska USA Building Inc.
City of Vancouver WA

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init. /

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User Notes: (1667516258)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Signed and sealed this 11th day of August, 2025

Nicole Gorbitt	Pacific Foundation, Inc.
(Witness)	*(Contractor as Principal)* *(Seal)*
	By:
	(Title)
	Merchants Bonding Company (Mutual)
	(Surety) *(Seal)*
Gary McCann	
(Witness) Gary McCann	*(Title)* Ian J. Campbell (Attorney-in-Fact)

Init.

/

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User Notes:
(1667516258)

2

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gary McCann; Ian J Campbell

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

WOODRUFF SAWYER

August 11, 2025

Skanska USA Building
P.O. Box 1995
Vancouver WA, 98668-1995

Re: **Pacific Foundation, Inc.**
Bonding Capacity – City of Vancouver Public Works Operations Center
Bid Package 31B – Site Retaining Wall #2

To Whom It May Concern:

We are pleased to write to you concerning our customer, Pacific Foundation, Inc.. Their current bonding limits are $30,000,000, single job with a $75,000,000 aggregate work program. We would anticipate no problem providing the customary performance and payment bonds for their normal scope of work, should Pacific Foundation, Inc. enter into a written contract.

The surety for this principal, Merchants Bonding Company is an AM Best rated "A IX" company and is licensed to transact business in all fifty states. Merchants Bonding Company also appears on the U.S. Treasury list of approved companies.

Although Pacific Foundation, Inc. has our highest recommendation, the execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds. Please contact us with any concerns or if we can be of further service.

Sincerely,

Merchants Bonding Company (Mutual)

Ian J. Campbell
Attorney-in-Fact

WOODRUFF SAWYER
1050 SW 6th Ave., #1000
Portland, Oregon 97204

CA License 0329598 | CO License 78932 | MA License 1908860 | OR License 0100167994 | WA License 43511
AN ASSUREX GLOBAL & IBN PARTNER

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gary McCann; Ian J Campbell

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August , 2025 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $2,255,770

Submitted Aug 22, 2025 at 8:27 AM PDT

Dewitt Construction Inc.
10311 Northeast 72nd Avenue, Vancouver, WA 98686, United States of America

Garett Speyer | Superintendent/Estimator | +1 360-713-1046 | +1 360-713-1046 | garett@dewittconst.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Site Retaining wall #2			$2,255,770
Trench Safety RCW 39.04.180			$0
Base Bid			**$2,255,770**

Alternates

Deductive Alternate #1: Omit Shotcrete and Reinforcing	$644,350

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	Yes
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1-5
State of Washington Contractor's License No.	DEWITCI055QA
Legal Name of Bidder	DeWitt Construction Inc.

Additional Information

Notes

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Attachments

Bid Bond & Surety - DeWitt -... (176 KB)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, DeWitt Construction, Inc.

as Principal, hereinafter called the Principal,

and the Markel Insurance Company,

of Vancouver, Washington, a corporation duly organized under

the laws of the State of Illinois, as Surety, hereinafter called the Surety, are held and firmly bound unto

Skanska USA as Obligee, hereinafter called the Obligee,

in the sum of Five Percent (5%) of Bid Amount

Dollars ($ 5% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for BPOC MACC #2; BP# 31B

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of August, 2025.

Witness

DeWitt Construction, Inc. (Seal)

Principal

Title

Risk and Safety Manager

Lois F. Weathers

Witness

Markel Insurance Company

By

Travis J. Robles

Attorney-in-Fact

DEWITT CONSTRUCTION, INC CORPORATE SEAL OREGON

MARKEL INSURANCE CORPORATE COMPANY SEAL ILLINOIS

S-0054/GE 12/00

XDP

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

POA# 4710014

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Aliceon A. Keltner, Annelies M. Richie, Carley Espiritu, Christopher Kinyon, Jamie L. Marques, Holli Lagerquist, Tamara A. Ringeisen, Katharine J. Snider, Amelia G. Burrill, Justin Dean Price, Lindsey Elaine Jorgensen, Lois F. Weathers, Sarah Whitaker, Julie A. Craker, Charla M. Boadle, Travis J. Robles

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 6th day of June , 2025 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 6th day of June , 2025 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 15th day of August , 2025 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4710014
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Sent proposal: $3,898,169

Submitted Aug 22, 2025 at 8:18 AM PDT

Drill Tech Drilling & Shoring, Inc.
2200 Wymore Way, Antioch, CA 94509, USA

Isaias Molina | +1 925-783-1140 | isaias.molina@drilltechdrilling.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Site Retaining wall #2			$3,833,177
Trench Safety RCW 39.04.180			$64,992
Base Bid			**$3,898,169**

Alternates

Deductive Alternate #1: Omit Shotcrete and Reinforcing	$586,075

Inclusions

Pursuant to and in compliance with the Bid Package, and Instructions To Bidders, the undersigned hereby certifies they have carefully examined the Contract Documents, conditions affecting the work, and is familiar with the site; and having made the necessary examinations hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the scope of work and provide payment and performance bonds in strict accordance with the above named documents for the lump sum base bid amounts	Yes
In compliance with 296-127 WAC the Contractor shall pay all fees associated with the Intent and Affidavit of Wages Paid to the Department of Labor and Industries. These costs are included in the bid.	Yes
This project is subject RCW 39.12, Washington State's Prevailing Wage Act. Wage rates are based on January 15, 2025. These costs are included in the bid.	Yes
Bidder has familiarized themselves with the contract requirements and the project schedule included as Exhibit D and D-1.	Yes
Subcontractor shall guarantee and maintain its bid for a period of 60 days after the date bids are opened. The undersigned agrees to execute Skanska U.S.A. Building, Inc.'s Subcontract form without exception for the scope of work defined in the attached and the sum noted above. Bidder shall submit executed Subcontract and insurance certificate within 10 days after receipt of the Letter of Intent and Award.	No
Requirements to bid and perform work exceeding $300,000. Bidder has included and attached to this bid form a bid bond for 5% of the bid value and a surety letter for a payment and performance bond for the bid value.	Yes
By submitting this proposal, Bidder confirms compliance with bidder responsibility criteria outlined in RCW 39.04.350. Bidder shall provide a sworn statement in accordance with chapter 5.50 RCW verifying compliance with RCW 39.04.350 (1) (g). Bidder must provide the sworn statement within 5-days of notice of intent to award from the Contractor, and prior to formal Contract award.	Yes

Scope-Specific Information and Unit Costs

Receipt of Addenda numbered # through ##	1 through 5
State of Washington Contractor's License No.	DRILLTD000KC
Legal Name of Bidder	Drill Tech Drilling & Shoring, Inc.

Additional Information

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VPOC MACC #2

8713 Northeast 94th Avenue, Vancouver, WA 98662, United States of America

Notes

Good morning,

Attached, please find Statement of Bond Capacity, Bid Bond, and Experience Modification Rating Letter for your review.

Bid valid for 60 days.

Please note that a response of **"NO"** indicates that we will require more than 10 days to submit an executed subcontract, as the subcontract will not be accepted without modifications.

Additionally, please note that the **Deductive Alternate** also omits the headed studs, drainage mat, and weep pipe from our scope of work, as referenced in Note #1, second paragraph of Detail 1 on sheet S301.

Thank you for the opportunity.

Best regards,
Isaias Molina

Attachments

- NCCI Ex Mod Verification - D... (262 KB)
- E#44525 Bid Bond OPS Cente... (1.1 MB)
- DTDS Statement of Bond Cap... (324 KB)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

ZURICH

Zurich North America Surety
4 Embarcadero Center, Suite 3740
San Francisco, CA 94111
Phone: 415-538-7100
Fax: 415-538-7366
http://www.zurichna.com

August 14, 2025

Skanska USA Building, Inc.

Re: Drill Tech Drilling & Shoring, Inc.
Statement of Bond Capacity
City of Vancouver Public Works Operations Center
Bid Package 31B Site Retaining Wall #2

To Whom It May Concern:

We are pleased to provide this certified statement of bond capacity for Drill Tech Drilling & Shoring, Inc. Our client has developed a strong organization from both managerial and financial standpoints and we are pleased to convey our highest recommendations.

Drill Tech Drilling & Shoring, Inc. has received surety support from Fidelity and Deposit Company of Maryland/Zurich American Insurance for single projects of $150,000,000, with up to $350,000,000 in total backlog, and we confirm their capability to obtain bonds for projects that fall within those parameters. We have never had to complete any work on any project for which Drill Tech Drilling & Shoring, Inc. was a contractor.

Individual bond approval and issuance will be subject to underwriting review at the time bonds are requested, including the review of any acceptable bond forms, contract terms and conditions, confirmation of project financing, as well as other pertinent underwriting criteria including the availability of reinsurance in the surety market. Any arrangement for final bonds is matter between the contractor and the surety, and we assume no liability to third parties or to you if for any reason we do not execute said bonds.

We continue to be confident in Drill Tech Drilling & Shoring, Inc.'s ability to perform and we highly recommend them for your favorable consideration. If you have any questions, please do not hesitate to call our office.

Best regards,

By: _____
Elizabeth Collodi, Attorney-in-Fact

The F&D/Zurich carries an A+ (Superior) XV rating and are authorized to do business in all 50 States, including the territories of Guam and Puerto Rico. Both are US Treasury-Listed.

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

On August 14, 2025 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARA WALLISER
COMM. # 2449544
NOTARY PUBLIC - CALIFORNIA
COUNTY OF BUTTE
Comm. Expires JUL 5, 2027

Signature _____ **(Seal)**

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Samantha Watkins, Steven L. Williams, Phil Watkins, Jennifer Lakmann, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Cassandra Medina, John Hopkins, Sara Walliser, Renee Ramsey, Sharon Smith, Jessica Monlux, Elizabeth Collodi, John Weber, Deanna Quintero, Joseph H. Weber, Matthew Foster, all of Chico, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICHAMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of February, A.D. 2025.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClellan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 3rd day of February A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of August, 2025.

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1971 NEW YORK

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Drill Tech Drilling & Shoring, Inc.
2200 Wymore Way
Antioch, CA 94509

SURETY:
(Name, legal status and principal place of business)
Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Skanska USA Building, Inc.

BOND AMOUNT: Five Percent of the Total Amount Bid (5%----------)

PROJECT:
(Name, location or address, and Project number, if any)
City of Vancouver Public Works Operations Center
Bid Package 31B Site Retaining Wall #2

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of August, 2025

Drill Tech Drilling & Shoring, Inc.
(Principal) *(Seal)*

(Witness)

(Title) Shannon Creson, President

Fidelity and Deposit Company of Maryland
(Surety) *(Seal)*

(Witness)

(Title) Elizabeth Collodi, Attorney-in-Fact

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

1

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa)

On August 20, 2025 before me, Terrie L. Thors, Notary Public
(insert name and title of the officer)

personally appeared Shannon Creson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TERRIE L. THORS
Notary Public - California
Contra Costa County
Commission # 2428766
My Comm. Expires Dec 2, 2026

Signature Terrie L Thors (Seal)

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ACKNOWLEDGMENT

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State of California
County of Butte)

On August 14, 2025 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARA WALLISER
COMM. # 2449544
NOTARY PUBLIC - CALIFORNIA
COUNTY OF BUTTE
Comm. Expires JUL 5, 2027

Signature _____ (Seal)

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Samantha Watkins, Steven L. Williams, Phil Watkins, Jennifer Lakmann, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Cassandra Medina, John Hopkins, Sara Walliser, Renee Ramsey, Sharon Smith, Jessica Monlux, Elizabeth Collodi, John Weber, Deanna Quintero, Joseph H. Weber, Matthew Foster, all of Chico, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICHAMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of February, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClellan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 3rd day of February A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Docusign Envelope ID: D45D09D4-C3C2-4DB2-B9B3-4015288E9AF3

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of August, 2025.

M J Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

A RESOLUTION relating to the award of lodging tax grant funds and allocation of funding to administrative costs associated with the Lodging Tax Program.

Staff Report: 249-25

To: Mayor and City Council
From: City Manager
Date: December 15, 2025

Subject
Lodging Tax Grant Program Award Recommendations

Key Points

- The City collects a 4% tax on transient lodging (hotel and motel) room nights. These funds can be used by municipalities, non-profit event organizers, and local organizations for the purpose of supporting tourism-related events, activities and facilities.
- The City's Lodging Tax Advisory Committee (LTAC), which is required by Revised Code of Washington, reviewed grant applications and is making recommendations to the City Council for the 2026 calendar year.
- Council is being asked to approve partial or full funding for twenty-one (21) grant applications totaling $1,735,909 as set forth in Exhibit A and funds to help cover City administrative costs associated with supporting LTAC totaling $123,168 as set forth in Exhibit B.

Strategic Plan Alignment
Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Culture and Heritage – celebrating culture and heritage

Present Situation
The State's Lodging Tax Program is governed by Chapter 67.28 of the Revised Code of Washington (RCW). Key sections include:

- RCW 67.28.180 allows municipalities to impose a 4% lodging tax on stays of less than 30 days at hotels, motels, RV parks, or any other type of transient lodging. Vancouver increased its lodging tax from 2% to 4% in 1998 with the additional 2% dedicated to debt service payments and capital improvements for the Downtown Hotel/Convention Center. The original 2% continues dedicated to fund tourism-related events, activities, and facilities.
- RCW 67.28.1815 makes allowable lodging tax revenues to help pay for administrative costs associated with staff support of the lodging tax advisory committee.

- RCW 67.28.1816 limits use of lodging tax revenues by any municipality or indirectly through a destination marketing organization to:
    1. Tourism marketing;

2. Marketing and operations of special events and festivals designed to attract tourists;
3. Capital expenditures and operating expenses of tourism-related facilities owned or operated by a municipality or a public facilities district;
4. Operating expenses of tourism related non-profits.

- RCW 67.28.1817 requires that to expend lodging tax funds, the City's Lodging Tax Advisory Committee—comprising equal numbers of 1) representatives of businesses required to collect the lodging tax ("tax generators") and 2) persons involved in activities authorized to be funded by revenue received ("recipients")—must review and recommend expenditures to City Council.

The recently completed grant application and review process (for the 2026 grant year) is the second year in a row where LTAC utilized the following program structure:

1. Four distinct grant categories to better promote the program and attract desired applicants and proposals. The four grant categories used for the 2026 awards were:
    - Cultural Enrichment Grant - Resources to support events or festivals that support the cultural enrichment of Vancouver.
    - Large Event or Festival Grant - Resources to support events or festivals designed to contribute to the local tourism economy, attract a significant number of visitors and enhance Vancouver as a tourism destination.
    - Tourism Organization Operating Grant - Resources to support destination marketing or visitor attraction efforts of organizations focused on marketing and promoting Vancouver as a visitor destination or enhancing the local tourism experience.
    - Tourism Program or Facilities Grant - Resources to support one-time tourism marketing or promotion programs or investments in tourism facilities designed to enhance the tourism experience or grow Vancouver's tourism industry.

2. Enhanced evaluation criteria that align with local tourism industry priorities and City of Vancouver values. Each application was scored based on:
    - Predicted Attendance (total, 50+ miles, out-of-state, and paid lodging nights);
    - Alignment with Vancouver's Destination Master Plan Goals;
    - Event, Festival, or Program Seasonality;
    - Event, Festival, or Program Location/Geography;
    - Equity;
    - Environmental Sustainability;
    - Event, Festival, or Program Uniqueness;
    - Event, Festival, or Program Marketing Reach;
    - Economic Impact.

In August 2025, the City solicited Lodging Tax Grant proposals from interested parties. Twenty-eight (28) proposals were received totaling $2,481,201. For 2026, revenues available to LTAC to support tourism-related events, activities, and facilities is $1,959,979. A high-level summary of the LTAC award recommendations include:

- $378,427 for eighteen (18) events and festivals;
- $57,482 for two (2) tourism marketing and promotion programs;
- $1,300,000 for Visit Vancouver, the city's destination marketing organization;
- $123,168 to help cover City administrative costs associated with supporting the LTAC.

Detailed award recommendations can be found in Exhibit A and Exhibit B

In addition, LTAC strategically chose not to recommend awards for the full amount available ($1,959,979) to create a reserve in anticipation of future down years in lodging tax revenue.

Advantage(s)
Grant funds will support the tourism economy and help strengthen Vancouver's appeal to both day and overnight visitors, as well as increase spending at local businesses and establishments.

Challenge(s)
None

Budget Impact
The 2025-26 Recommended Budget contains the appropriation sufficient to cover award recommendations up to $1,959,979 in lodging tax funds. The proposed amount does include $2,500 of unspent 2025 grant funds that will be carried forward to provide additional funds in 2026.

Prior Council Review
None

Action Requested
On Monday, December 15, 2025, adopt a resolution approving the 2026 lodging tax grant awards recommended by the Lodging Tax Advisory Committee and authorizing the City Manager or his designee to execute professional services agreements with the grant recipients.

Staff Contact
Chris Harder, Deputy Economic Development Director, chris.harder@cityofvancouver.us

Attachments:
1. Presentation
2. Resolution
3. Exhibit A - 2026 LTAC Grant Award Recommendations
4. EXHIBIT B - 2026 LTAC City Admin Cost Recommendation

CITY OF Vancouver WASHINGTON

2026 LTAC Award Recommendations

Chris Harder
Deputy Director
Economic Prosperity & Housing
December 15, 2025

Agenda

- Overview of Lodging Tax Program
- 2026 Award Recommendations
- Questions & Discussion

2026 LTAC Recommended Award Recipients

Event or Festival

1. Southwest WA Walk ALS (ALS Northwest)
2. Hockinson Meadows Disc Golf Classic (Parks Foundation of Clark County)
3. Arts & Culture Programming (the ARTScentered)
4. Day of the Dead Luminarias (Vancouver Ballet Folklorico)
5. Oregon Trail Regional Bridge Tournament (ACBL D20 Organization, Inc)
6. AWB Spring Summit (Assoc. of WA Business)
7. Fort Vancouver Nutcracker (Columbia Dance)
8. Cruise the Couve (Cruise the Couve)
9. Craig Stein Oktoberfest (Hough Foundation)
10. Annual 4 Days of Aloha (Ke Kukui Foundation)
11. Pride Block Party (Queer Community Network)
12. Go Fest Celebration (Vancouver Arena)
13. Pollinator Festival (Vancouver Bee Project)
14. Holiday Market (Vancouver Farmer's Market)
15. Vancouver Lake Sprints (Vancouver Lake Rowing Club)
16. Arts & Music Festival (Vancouver Symphony Orchestra)
17. Appletree Marathon (WHY Community)
18. Columbia River Triathlon (WHY Community)

Tourism Organization

19. Sales & Marketing Programs (Visit Vancouver)

Tourism Program

20. Boosting Heritage Tourism (The Historic Trust)
21. Downtown Ambassador Program (VDA)

Lodging Tax Program

- 4% tax on transient lodging (hotel and motel) room nights.
- 50% of funds collected annually are committed to debt service payments associated with the Vancouver Hilton Hotel & Convention Center.
- Remaining funds support tourism marketing organizations and local tourism-related events, festivals, programs, and municipal facilities.

Lodging Tax Advisory Committee (LTAC)

The LTAC reviews grant applications and makes recommendations to City Council.

LTAC consists of 9 Members

- Councilmember Fox (Interim Chair)
- 4 members representing businesses required to collect lodging tax
- 4 members representing organizations qualified to receive lodging tax funds

Use of Lodging Tax Revenues

RCW 67.28.1816

Lodging tax revenues may be used by any municipality or indirectly through a destination marketing organization for:

- Tourism marketing and promotion
- Marketing and operations of special events and festivals designed to attract tourists
- Capital expenditures and operating expenses of tourism-related facilities owned or operated by a municipality or a public facilities district;
- Operating expenses of tourism related non-profits

Grant Categories

1. Cultural Enrichment
2. Large Event or Festival
3. Tourism Organization Operating
4. Tourism Program or Facilities

Evaluation Criteria

- Predicted Attendance
- Paid Lodging Nights
- Alignment with Destination Master Plan Goals
- Seasonality
- Location
- Equity
- Environmental Sustainability
- Activity Uniqueness
- Marketing Reach
- Economic Impact

2026 Award Recommendations

Events & Festivals

- 24 event proposals were received totaling $661,219.
- LTAC is recommending full or partial funding of 18 events totaling $378,427
- See Exhibit A for details

2025 Award Recommendations

Programs and Organizations (see Exhibit A for details)

Three tourism program proposals were received totaling $519,982. LTAC is recommending partial funding of two totaling **$57,482**

- Heritage Tourism – Marketing of Historic Tours (Historic Trust): $17,482
- Downtown Ambassador Program (VDA): $40,000

One application from a tourism organization, Visit Vancouver, was received totaling **$1,300,000**. LTAC is recommending full funding of this request.

LTAC is recommending that lodging tax funds help cover administrative and staff costs associated with supporting the Lodging Tax Grant Program:

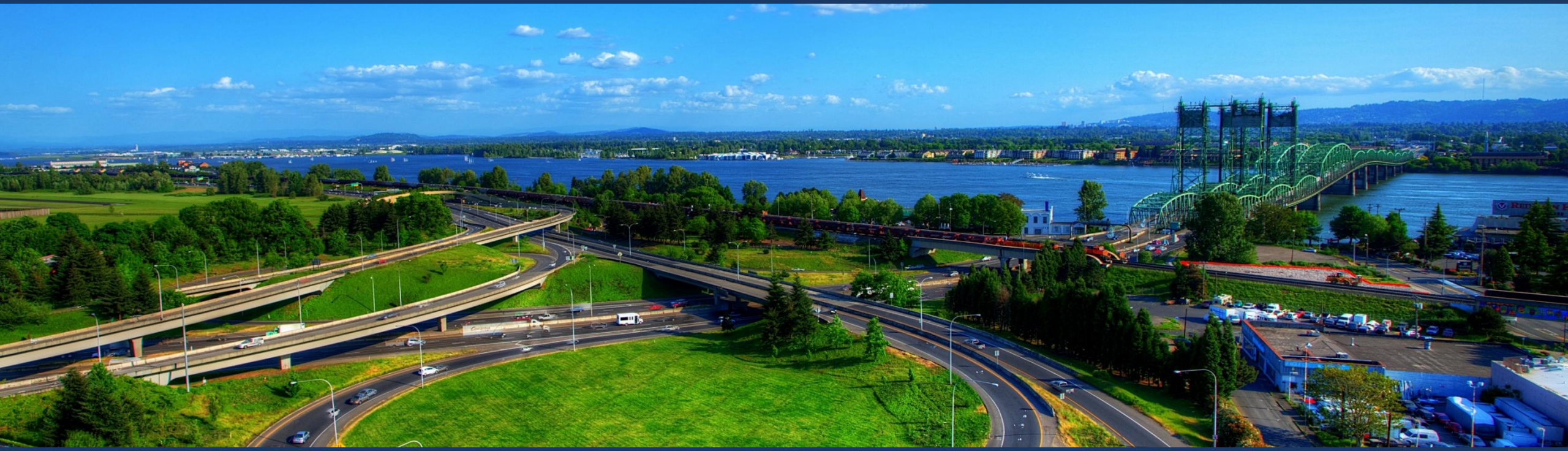
- Citywide Admin Cost Allocation: $62,600
- EP&H Dept. Staff Costs: $42,429
- Foundant Grant Mgmt. Software: $3,139
- PRCS Special Event Services: $15,000

Total = $123,168

2026 Admin/Staff Cost Proposal

See Exbibit B for details

Questions



12/15/2025

RESOLUTION NO. _____

A RESOLUTION relating to the award of lodging tax grant funds and allocation of funding to administrative costs associated with the Lodging Tax Program.

WHEREAS, RCW 67.28.180 and 67.28.181 allow municipalities to impose a lodging tax of up to 4% on overnight stays in a lodging establishment such as a hotel, motel, bed and breakfast facility, RV Park, or campground; and

WHEREAS, funds collected through the lodging tax can be used for the purpose of supporting tourism promotion, including but not limited to events, activities and facilities designed to increase tourism; and

WHEREAS, RCW 67.28.1816 and 67.28.1817 require that in order to expend lodging tax funds, municipalities appoint a Lodging Tax Advisory Committee, comprised of equal numbers of lodging tax generators and potential lodging tax recipients, who will make recommendations on proposed expenditures to the City Council; and

WHEREAS, the City solicited lodging tax grant proposals from interested parties which were reviewed by the Lodging Tax Advisory Committee in order to provide the City Council recommendations on grant funding to support tourism promotion.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in the Lodging Tax Advisory Committee 2026 Grant Award Recommendations attached hereto as Exhibit “A”, the recipients are hereby awarded grants for tourism related events, activities and facilities.

Section 2. As recommended in the Lodging Tax Advisory Committee 2026 City Administrative Cost Award Recommendations attached hereto as Exhibit “B”, budget resources are hereby allocated to support the costs of administering the Lodging Tax Program.

Section 3. The City Manager or his designee is hereby authorized to execute on behalf of the city all necessary agreements with the recipients to ensure compliance with the terms of the grants authorized herein.

ADOPTED at regular session of the Council of the City of Vancouver, on this 15th day of December 2025.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

EXHIBIT A - 2026 Lodging Tax Advisory Committee Grant Award Recommendations to City Council

	Project Name	Organization Name	Grant Category	Activity Date	Description (as provided in application)	Amount Requested	Recommended Award
1	Southwest Washington Walk ALS	ALS Northwest	Cultural Enrichment	May 17, 2026	"The Southwest Washington Walk ALS, established in 2004, is an annual, free community event for people living with ALS and their friends and family. Walk ALS raises awareness about amyotrophic lateral sclerosis (ALS) while building community connections. While the Walk supports people living with ALS in Southwest Washington, it draws numerous friends and family members from outside the region as they travel to Vancouver to support their loved one." Predicted total attendance is 350, with an estimated 88 attendees paying for overnight lodging in Vancouver.	$3,117	$3,117
2	Hockinson Meadows Disc Golf Classic	Parks Foundation of Clark County	Cultural Enrichment	June 20, 2026	"The Parks Foundation of Clark County is proposing the Hockinson Meadows Disc Golf Classic, a new community tournament designed to attract 36 teams (72 players) along with families, spectators, and volunteers. Beyond competition, the event will provide cultural enrichment by intentionally creating an inclusive, festival-style atmosphere. Disc golf is affordable and accessible, welcoming players across ages, genders, and abilities—including adaptive participants. Equity will be highlighted by promoting participation among women, youth, and multicultural communities, while partnering with local vendors and nonprofits to showcase Vancouver's diverse culture. This ensures the event is not only a tournament but also a community celebration of recreation, culture, and connection." Predicted total attendance is 150, with an estimated 9 attendees paying for overnight lodging in Vancouver.	$5,000	$5,000

EXHIBIT A - 2026 Lodging Tax Advisory Committee Grant Award Recommendations to City Council

3	Arts & Culture Programming 2026	theARTScentered	Cultural Enrichment	Ongoing 2026	"Vancouver and Clark County are experiencing rapid growth as a place to live, work, and visit. While the region benefits from scenic beauty, historic sites, and proximity to Portland, it has not fully realized its potential as a cultural tourism destination. Many visitors still cross the Columbia River to experience arts and culture in Portland rather than staying in Clark County. We are working to transform a prominent downtown landmark into a year-round venue for exhibitions, performances, and festivals, providing experiences that are both accessible to residents and attractive to cultural tourists. By expanding destination-worthy arts programming, theARTScentered will help anchor Vancouver and Clark County as a creative, vibrant place to visit and explore." Predicted total attendance is 2,700, with an estimated 35 attendees paying for overnight lodging in Vancouver.	$24,000	$24,000
4	Day of the Dead Luminarias 2026	Vancouver Ballet Folklorico	Cultural Enrichment	October 17, 2026	"The Day of the Dead – Luminarias is a vibrant cultural celebration hosted annually at Esther Short Park in downtown Vancouver. This event provides a unique opportunity to showcase traditions of remembrance and community through music, dance, art, and light, drawing visitors from across Clark County, Portland, and the greater region. The event has grown into a magical and inclusive experience for all ages. Guests enjoy performances, community altars, traditional food, and artisan vendors, which not only enrich cultural appreciation but also directly support the local economy." Predicted total attendance is 3,000, with an estimated 10 attendees paying for overnight lodging in Vancouver.	$10,000	$10,000

EXHIBIT A - 2026 Lodging Tax Advisory Committee Grant Award Recommendations to City Council

5	The Oregon Trail Regional Bridge Tournament	ACBL D20 Organization, Inc	Large Event or Festival	February 16-22, 2026	"Our event is a duplicate bridge (card game) tournament held at the Vancouver Hilton Hotel. Bridge players travel to Vancouver from all over the northwest and from across the United States, as well as internationally, to play bridge for 7 days. During this time, tournament attendees stay at local hotels, eat three restaurant meals daily, and may also visit local shops during their free time between sessions. Tournament attendees can select from a menu of tournaments occurring throughout the nation annually, and providing an exceptional playing experience in an appealing location, such as Vancouver, encourages attendance." Predicted total attendance is 420, with an estimated 193 attendees paying for overnight lodging in Vancouver.	$13,956	$12,300
6	Asset Fusion Forum	Asset Fusion Events, LLC	Large Event or Festival	August 28-30, 2026	"[2025] was our first year & we had approximately 300 attendees, with over 100 rooms filled all weekend long at the Hilton with many visitors coming in 1-3 days before and staying after. We drew attendees from TX, AZ, FL, TN, ID, IA, LA, AL, CA, SC, NC, MT, IL, OR, WA, NY, CO, MD and many other states and Canada. Our target audience is broad, while it's easy to draw attendees that are already engaged in creative finance & creative real estate structure, we draw investors, private money lenders & a lot of people engaged in entrepreneurial business growth." Predicted total attendance is 450, with an estimated 175 attendees paying for overnight lodging in Vancouver.	$5,000	$0

EXHIBIT A - 2026 Lodging Tax Advisory Committee Grant Award Recommendations to City Council

7	2026 AWB Spring Summit	Association of Washington Business	Large Event or Festival	May 5-7, 2026	"AWB's 2026 Spring Summit is a day-and-a-half event that will bring together Washington employers from every corner of the state to unpack the 2026 legislative session, discuss relevant business topics, highlight successes and challenges of programs and policies, hear from agency leaders and elected officials, and look at federal issues that may be impacting Washington employers. Attendees include everyone with political business interests in Washington, from top C-suite level executives of Fortune 500 companies, medium and small businesses owners, chamber partners, state agency leaders and other elected officials." Predicted total attendance is 275, with an estimated 150 attendees paying for overnight lodging in Vancouver.	$60,000	$20,000
8	Freedom! Celebrating American Music	Bravo! Vancouver	Large Event or Festival	July 3 - August 23, 2026	"In honor of America's 250th birthday in 2026, our project is titled "Freedom! Celebrating American Music." This is a NEW component of the Vancouver Wine & Jazz Festival, and demonstrates a change in approach and scope. Our approach is designed to attract significantly more (20%) attendees and reach new communities and audiences. Our request has 2 project components: Concerts at the Marina and the 26th Annual Vancouver Wine & Jazz Festival. These components focus on: 1) music for silent film during the Jazz Age, an important African American musician, and Latin American musicians; and 2) American jazz & blues music as a vehicle for social justice and change." Predicted total attendance is 6,500, with an estimated 150 attendees paying for overnight lodging in Vancouver.	$60,000	$0

EXHIBIT A - 2026 Lodging Tax Advisory Committee Grant Award Recommendations to City Council

9	Fort Vancouver Nutcracker	Columbia Dance	Large Event or Festival	December 18-20, 2026	"Columbia Dance's Nutcracker blends the magic of Tchaikovsky's ballet with the vibrant history of 1840's Fort Vancouver. Unlike any other Nutcracker in the region, our reimagined production features shipwrecked castaways, fur trappers, Oregon Trail children, and dancing wapato plants — brought to life through original sets and costumes inspired by local history. This distinctive cultural event positions Vancouver as a unique holiday destination, drawing visitors from across the Portland metro, the state of Washington, and neighboring states. In addition to four public shows, Columbia Dance produces two school-day matinees in partnership with Vancouver Public Schools (reaching 1,500+ students) and one sensory-friendly performance adapted for neurodiverse audiences." Predicted total attendance is 5,160, with an estimated 27 attendees paying for overnight lodging in Vancouver.	$8,500	$8,500
10	Cruise The Couve	Cruise The Couve	Large Event or Festival	July 18, 2026	"Cruise the Couve provides the infrastructure to host a safe, clean and otherwise organized gathering for thousands of local and out-of-town classic car enthusiasts. Since 2009, the city of Vancouver has hosted an annual classic car cruise through the city's downtown core via Main Street. The cruise is a non-ticketed event open to the public that attracts car enthusiasts and onlookers alike. Visitors come from all over the Northwest and the event showcases Vancouver's vibrant uptown and downtown areas including the shops, restaurants and craft brewing scene that makes Vancouver a unique and charming city." Predicted total attendance is 20,000, with an estimated 100 attendees paying for overnight lodging in Vancouver.	$25,000	$10,760
11	The Craig Stein Oktoberfest	Hough Foundation	Large Event or Festival	September 25-27, 2026	"The Craig Stein Oktoberfest is a large regional community event, raising funds for multiple local nonprofits. People throughout the Pacific Northwest travel to Vancouver to attend this event celebrating Craig Stein and his commitment to philanthropy." Predicted total attendance is 8,000, with an estimated 350 attendees paying for overnight lodging in Vancouver.	$50,000	$20,000

EXHIBIT A - 2026 Lodging Tax Advisory Committee Grant Award Recommendations to City Council

12	The Vancouver Tacos, Taps, & Tequila Festival	Hough Foundation	Large Event or Festival	July 17-19, 2026	"The Vancouver Taco's, Taps & Tequila Festival is a multi-cultural celebration benefitting multiple local non-profits. The Vancouver Taco's, Taps and Tequila Festival appeals to all demographics. We will have taco trucks and taco stands of all kinds; Mexican, Korean, Southwest, Hawaiian, SE Asian and others." Predicted total attendance is 10,000, with an estimated 800 attendees paying for overnight lodging in Vancouver.	$35,000	$0
13	24th Annual 4 Days of Aloha	Ke Kukui Foundation	Large Event or Festival	July 23-26, 2026	"Each year, the Ke Kukui Foundation hosts it's premiere event, the 4 Days of Aloha, which serves as the annual hōʻike (exhibition) and fundraiser for our program Hālau Kaleinani o Ke Kukui and our community in the SW Washington region. This ʻŌiwi (Native) arts and cultural festival held at Clark College and Esther Short Park is a cornerstone for our Native Hawaiian and Asian Pacific Islander (API) communities in Vancouver, Washington and the Pacific Northwest. Over the duration of 4-days, the Ke Kukui Foundation offers cultural educational workshops at Clark College, Native Hawaiian music and arts, live entertainment, food and vendors, and a medley of cultural performances at Esther Short Park." Predicted total attendance is 14,000, with an estimated 4,000 attendees paying for overnight lodging in Vancouver.	$50,000	$50,000
14	40th PNW Mid-Amateur Championship	Pacific Northwest Golf Association	Large Event or Festival	August 18-20, 2026	"This event a regional amateur golf championship for elite level players from the member golf associations that make up the Pacific Northwest Golf Association (PNGA). There will be 90 competitors that take part in the event with all players competing for three days and an additional practice round the day prior to the start. Players will be traveling primarily from Alaska, British Columbia, Idaho, Montana, Oregon and Washington to play, as well as a few select players from other various states around the country." Predicted total attendance is 180, with an estimated 70 attendees paying for overnight lodging in Vancouver.	$10,000	$0

EXHIBIT A - 2026 Lodging Tax Advisory Committee Grant Award Recommendations to City Council

15	Vancouver's Pride Block Party	Queer Community Network	Large Event or Festival	June 13, 2026	"Vancouver's Pride Block Party is the largest Pride event in the Portland Metro area during June, drawing attendees from across the region for a day of celebration, community connection, and support for 2SLGBTQIA+ individuals. This family-friendly event fosters inclusivity by offering a safe space where all people can gather, regardless of age, background, or economic status. The event takes place in Downtown Vancouver, with streets closed off to create a pedestrian-friendly space filled with vendor booths, entertainment stages, and interactive areas." Predicted total attendance is 6,000, with an estimated 200 attendees paying for overnight lodging in Vancouver.	$50,000	$25,000
16	Vancouver Go Fest Celebration 2026	Vancouver Arena	Large Event or Festival	June 27-28, 2026	"Vancouver GoFest Celebration is an annual two-day Pokémon-themed festival that transforms downtown Vancouver into a vibrant destination for families, tourists, and fans of the world's largest media franchise. While the event coincides with Niantic's global Pokémon GO Fest, Vancouver GoFest is designed to appeal to all Pokémon fans - from mobile game players, to trading card enthusiasts, to video gamers, to families and kids who love Pokémon." Predicted total attendance is 10,000, with an estimated 600 attendees paying for overnight lodging in Vancouver.	$20,646	$14,250
17	Pollinator Festival	Vancouver Bee Project	Large Event or Festival	June 20, 2026	"The Vancouver Pollinator Festival is an annual, community-centered celebration of pollinators, native plants, and the ecosystems that sustain them. Held in Central Vancouver, at Marshall Park, the festival brings together residents, local organizations, schools, businesses, and environmental advocates for a full day of immersive experiences designed to educate, inspire, and connect the community to the natural world. The festival serves as both a public educational platform and a community-building initiative, highlighting the importance of pollinator habitat and the role each individual can play in supporting biodiversity." Predicted total attendance is 12,500, with an estimated 75 attendees paying for overnight lodging in Vancouver.	$10,000	$10,000

18	Vancouver Holiday Market	Vancouver Farmers Market	Large Event or Festival	November 27-29, 2026	"Supporting over 120 talented local artisans and makers, the Vancouver Holiday Market offers vital economic opportunities for small businesses and creates a vibrant place for our community to gather, connect, and shop locally during the holiday season. Held at the Vancouver Convention Center, this off-season, multi-day market attracts visitors from across the region, providing an opportunity experience and enjoy the heart of downtown Vancouver." Predicted total attendance is 12,500, with an estimated 900 attendees paying for overnight lodging in Vancouver.	$50,000	$27,000
19	Vancouver Lake Spring Sprints	Vancouver Lake Rowing Club	Large Event or Festival	March 7-8, 2026	"The Vancouver Lake Spring Sprints Regatta, organized by the Vancouver Lake Rowing Club (VLRC), will take place at Vancouver Lake Park in Vancouver, Washington. This early-season rowing event includes sprint races ranging from 1,000 to 2,000 meters on the lake's fully buoyed 2,000-meter course, maintained by the Portland Vancouver Rowing Association (PVRA). Widely regarded as one of the top rowing venues in the Pacific Northwest, Vancouver Lake regularly hosts competitive events for juniors, Masters, and Collegiate athletes—including the three-day US Rowing Northwest Youth Championships." Predicted total attendance is 1,300, with an estimated 132 attendees paying for overnight lodging in Vancouver.	$12,000	$12,000

EXHIBIT A - 2026 Lodging Tax Advisory Committee Grant Award Recommendations to City Council

20	Vancouver USA Arts & Music Festival	Vancouver Symphony Orchestra	Large Event or Festival	August 7-9, 2026	"Since its inception in 2022, the driving force behind the Vancouver USA Arts & Music Festival (VAMF) is to celebrate and lift the arts in Vancouver. By making music and the arts accessible to our community through this free multi-day festival, the Vancouver Symphony Orchestra and the City of Vancouver are creating visibility for area arts organizations and artists, enhancing the livability of our area by providing local access to the arts, and creating an event that will draw visitors and tourists to Vancouver. Each day of the VAMF offers attendees cultural and musical performances on multiple stages, as well as art demonstrations and exhibitions, a juried art show, pop-up galleries, educational workshops and food vendors, all centrally located at Esther Short Park and the surrounding blocks." Predicted total attendance is 55,000, with an estimated 2,084 attendees paying for overnight lodging in Vancouver.	$95,000	$95,000
21	20th Anniversary Girlfriends Run	WHY Community	Large Event or Festival	October 11, 2026	"The event is a tribute those who have survived breast cancer, those who are forever fighters (metastatic), and for those who are walking in remembrance of a person stricken with breast cancer. Pink Lemonade Project, the sole beneficiary of Girlfriends Run, offers financial assistance as well as other important services to those in the midst of the battle. The race offers a 6K, 10K and half-marathon as well as a walking component for the distance. Finally, we host a large local vendor market for all things pink, fun, and a display of our local artisans, small business owners and craftsman alike." Predicted total attendance is 2,500, with an estimated 1,350 attendees paying for overnight lodging in Vancouver.	$14,500	$0

22	Appletree Marathon	WHY Community	Large Event or Festival	August 29-30, 2026	"This event is a Boston qualifying running festival that attracts athletes from around the nation. In 2025, we offered a brand new Boston qualifying course, in addition to the standard half-marathon which attracts those seeking a moderate distance. Our Sunset 5K remains attractive to those wanting a less physically stressful race and offers a platform for our Kids Run Free Program for kids 12 and under. For 2026, we intend to extend the First Responder Marathon Relay and offer First Responder Half-Marathon Relay which is much more attainable distance with fewer members necessary to complete a team." Predicted total attendance is 2,500, with an estimated 900 attendees paying for overnight lodging in Vancouver.	$14,500	$14,500
23	Columbia River Triathlon/Girlfriends Triathlon	WHY Community	Large Event or Festival	August 7-9, 2026	"This triathlon began in 2009 and has grown into a locally well known finale to the triathlon season that spans a 3 day weekend and offers 12 different race categories to choose from with distances and events for every age group and ability. This event has become the largest multi sport event in the region and steadily increased in numbers. With NWABA as the 2025 beneficiary, the closed course provided at Columbia River Triathlon and Girlfriends Triathlon offers itself to be safe and accessible to athletes of all abilities. Predicted total attendance is 2,500, with an estimated 1,238 attendees paying for overnight lodging in Vancouver.	$17,000	$17,000
24	Couve Clover Run	WHY Community	Large Event or Festival	March 22,2026	"Couve Clover is a running event designed for the entire family and is held in conjunction with St. Patrick’s holiday. Athletes and their families can run 3 miles, 7 miles or 10 miles along Vancouver’s beautiful Waterfront Park and boardwalk area and, depending on the distance chosen, out to the historic Fort Vancouver area and Officer’s Row. Also included is the Lucky Leap 1 mile dedicated to those with young children, beginning walkers and community members needing a more accessible course." Predicted total attendance is 2,700, with an estimated 1,458 attendees paying for overnight lodging in Vancouver.	$18,000	$0

25	2026 Sales & Marketing Programs	Visit Vancouver, WA	Tourism Organization	Ongoing 2026	"In 2026, Visit Vancouver Washington will continue implementing destination specific Sales & Marketing Programs designed to increase visitor spending and economic vitality for Vancouver and Clark County. Visit Vancouver WA's marketing team creates and implements campaigns throughout the year to increase brand awareness, influence travelers in every stage of the decision-making process, and provide destination services while visitors are in market. Advertising initiatives include digital display and direct booking campaigns; performance display ads leading to website views; sponsored content articles; and more traditional print, radio, and display ads in airports. Content creation (photography, video, website text, social media posts, etc.) is also a major part of implementing campaigns on a variety of channels. Visit Vancouver WA's group sales team advocates and sells Vancouver as a destination for sporting events, meetings, conventions and group travel. The team works in conjunction and partnership with local hotels to distribute qualified group sales opportunities, and then the team helps to convert these opportunities into future group bookings for their facilities. The impact of these future group bookings is significant; on an annual basis, the team is able to secure more than 60 future events for the destination representing over 20,000 future booked hotel rooms for Vancouver & Clark County with an estimated economic impact of $11.5 million."	$1,300,000	$1,300,000
26	Tourism Shuttle & Cultural Tour Program	Ke Kukui Foundation	Tourism Program or Facilities	Ongoing 2026	"Ke Kukui Foundation is requesting support from the City of Vancouver LTAC grant to purchase three sprinter vans that will directly enhance tourism and cultural experiences within the city. These vans will serve multiple purposes, with tourism as the primary focus. Currently, Vancouver does not have a "for-hire" corporate van tour company. Our vision is to fill this gap by offering hotel partners and their guests access to shuttle tours showcasing Vancouver's cultural landmarks, heritage sites, and key attractions. In addition to tourism, the vans will serve community and cultural purposes, including transportation for Ke Kukui Foundation programs, visiting artists, and cultural practitioners. This dual-use model ensures maximum utilization of the vehicles while prioritizing tourism services for visitors."	$450,000	$0

EXHIBIT A - 2026 Lodging Tax Advisory Committee Grant Award Recommendations to City Council

27	Boosting Heritage Tourism-Historic Tours	The Historic Trust	Tourism Program or Facilities	Ongoing 2026	"The Historic Trust is seeking lodging tax funding to help expand awareness and frequency of guided tours at two of the Pacific Northwest's most important historic buildings. Guided tours for no cost have been offered for the past several years by trained volunteer docents on a consistent schedule from Wednesday - Friday, 10:00 a.m. to 2:00 p.m. The Trust's enthusiastic, knowledgeable, and growing docent corps encourages guests to dive into local history with engaging interpretation about these venerable landmarks and the people who inhabited them. Lodging tax funding will allow the Trust to more thoroughly market these unique resources to a broader audience of travelers, recruit and train more docents, and expand tour days and hours. Offering greater availability makes it easier for people to find a time to visit that fits in with their other local experiences and activities."	$17,482	$17,482
28	Downtown Ambassador Program	Vancouver's Downtown Association	Tourism Program or Facilities	Ongoing 2026	"The Vancouver Downtown Association (VDA) is seeking lodging tax funding to support and expand its long-standing Downtown Ambassador Program, a key initiative that has contributed to the success of placemaking efforts in the heart of Vancouver. The Program directly enhances the visitor experience through a combination of clean and safe activities and on the-ground visitor services. Our ambassadors patrol the streets daily, managing litter, removing graffiti, and addressing biohazard concerns, ensuring that the downtown area remains clean and welcoming for visitors and residents alike. Ambassadors conducted dozens of patrols for major events, including 56 litter and graffiti patrols at the Vancouver Farmer’s Market, 25+ patrols at Esther Short Park events, and regular coverage for the Waterfront Concert Series, Lucky 7 Flea Market, and other community partner events. These services ensured that visitors experienced a clean, safe, and navigable downtown, directly benefiting hotels, restaurants, shops, and cultural venues."	$52,500	$40,000
					TOTAL	**$2,481,201**	**$1,735,909**

EXHIBIT B
2026 Lodging Tax Advisory Committee Administrative Cost Recommendation to City Council

In consultation with the City Attorney's Office, and a review of a State Auditor's Office opinion, it has been determined that Revised Code of Washington (RCW) 67.28.1815 allows for annual lodging tax revenues to be used to pay for staff support of the Lodging Tax Advisory Committee (LTAC).

Administrative costs related to the Lodging Tax Program in 2026 are estimated to be **$123,168**. The estimated 2026 administrative and staff costs include:

1. **Citywide Administrative Cost Allocation ($62,600)**

   The Citywide Administrative Cost Allocation is determined through an allocation formula that takes into consideration staffing, total fund revenue/expenditures, and number of transactions incurred within the fund. These charges support city-wide support expenses, including but not limited to human resources, information technology, customer service representatives, finance, accounts payable, and other general business expenses of the City of Vancouver that are distributed between all agencies.

2. **Economic Prosperity & Housing (EPH) Department Staff Costs ($42,429)**

   Staff costs were determined using compensation and historical staff hours for positions within the Economic Prosperity and Housing (EPH) Department where supporting LTAC is an identified position duty. This estimate includes 10% of the department's Deputy Director, 10% of the EPH Support Specialist, and 5% of the EPH Management Analyst's time. Calculations include salary, benefits, payroll taxes, and other budgeted personnel expenses for the position.

3. **Foundant Grant Management Annual Subscription ($3,139)**

   EPH staff utilize Foundant Technologies to administer Lodging Tax Program applications, grant awards, and reporting activities. The annual subscription cost of 2026 is $3,139.

4. **Parks, Recreation & Cultural Services (PRCS) Department Per Event Staff Costs ($15,000)**

   PRCS staff take on a range of duties to ensure successful events in Vancouver, ranging from event walkthrough and review meetings, event permit applications and invoice processing to onsite park attendants and venue management strategies. Event permit fees currently only cover a fraction of the costs. To ensure that LTAC funded events and festivals receive the service levels the community desires, below is a breakdown of event costs by event type.

Type of Event	Estimated Staff Hours	Estimated Staff Costs
Single Day Event *(a one day, pop/up/pop down event)*	18 Hours	$1,000
Multi Day Festival *(event taking place over multiple days with significate event infrastructure)*	53 Hours	$2,000
Moving Event *(events that include road closures, street impacts and significate notification)*	22 Hours	$1,000

Based on the number and type of event and festival awards recommended by the LTAC, the associated PCRS staff costs for 2025 LTAC funded events is $15,000. (See Exhibit A for list of LTAC recommended event and festival awards for 2026)

A RESOLUTION authorizing the Vancouver City Manager to finalize and execute the Escrow Agreement between the City of Vancouver, Clark County, Columbia Resource Company, Waste Connections of Washington and US Bank to establish the Designated Capital Improvement and Maintenance Restricted Fund at US Bank.

Staff Report: 250-25

To: Mayor and City Council
From: City Manager
Date: December 15, 2025

Subject

Resolution for Escrow Agreement Between the City of Vancouver, Clark County, Columbia Resource Company, Waste Connections Washington and US Bank

Key Points

- The Escrow Account establishes the deposit, monitoring, and distribution of funds contributed by CRC with the intent that funds are used to make improvements to the West Vancouver Material Recovery (West Van) transfer station, the Central Transfer and Recycling (CTR) facility, and the Washougal Transfer Station (Washougal).
- The Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF) was envisioned in, and a requirement of, the Master Services Agreement (MSA) between the City of Vancouver, Clark County and Columbia Resource Company to fund capital improvements at the transfer stations.
- The DCIMRF and all assets within the fund are owned by CRC.
- The City and County have only monitoring authority, and the responsibility through the MSA for authorizing the distribution of funds for the improvements at the three transfer stations.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

In September 2024, City Council approved entering into a Master Services Agreement (MSA) with CRC and the County for services regarding solid waste, transfer, transport and out-of-county disposal, and specified recycling and processing services, as well as regional solid waste system maintenance and capital improvements.

The MSA created two funding sources for future capital improvements and maintenance of the solid waste system, including the transfer station sites. The first fund was established in December 2022 and is a County managed fund, the Regional Solid Waste System Fund (RSWSF).

The second fund is a privately held, CRC managed fund, identified as the Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF). The DCIMRF will be established through execution of the attached escrow agreement, upon which CRC will begin making annual disbursements as directed through the MSA. The City and County will have monitoring (view only) access to the DCIMRF account as part of an oversight role defined in the MSA.

Upon execution of this escrow agreement, CRC will transfer the initial amount of $4,200,000, plus any and all interest earned since January 2025 into the DCIMRF. The total anticipated contributions after all annual disbursements is anticipated to be approximately $54,500,000, which will all be used for needed improvements at the transfer stations. In the event the transfer stations are purchased by the County, City of Vancouver, or some other public agency for $1.00 as anticipated in the MSA, any remaining CRC funds in the DCIMRF will also be transferred as part of the transaction.

The City and County have formed a Capital Improvement Program Oversight Committee to review CRC's proposed projects and authorize the distribution of funds from either the RSWSF or DCIMRF.

Advantage(s)

1. Establishing the DCIMRF will ensure improvements and maintenance will continue at the region's three transfer stations.
2. These improvements and maintenance activities will provide for a resilient solid waste system for current and future residents.

Challenge(s)
Managing the ongoing Capital Improvement Program will require dedicated time and effort by City staff.

Budget Impact
None

Prior Council Review
Council's adoption of the Master Services Agreement in September 2024.

Action Requested
On Monday, December 15, 2025, finalize and approve the resolution authorizing the City Manager or designee to execute an escrow agreement between the City of Vancouver (City), Clark County (County), Columbia Resource Company (CRC). Waste Connections of Washington (WCW) and US Bank.

Staff Contact
William Elder, Environmental Services Manager, Will.Elder@cityofvancouver.us

Attachments:
1. Resolution
2. Solid Waste Escrow Agreement

12/15/2025

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION authorizing the Vancouver City Manager to finalize and execute the Escrow Agreement between the City of Vancouver, Clark County, Columbia Resource Company, Waste Connections of Washington and US Bank to establish the Designated Capital Improvement and Maintenance Restricted Fund at US Bank.

WHEREAS, the City of Vancouver, Clark County, and Columbia Resource Company entered a Master Services agreement in September 2024; and

WHEREAS, the Master Services Agreement, Attachment A.1, Section19.2, requires the establishment of the Dedicated Capital Improvement and Maintenance Restricted Fund (DCIMRF). This will be an account privately owned by Columbia Resource Company. Waste Connections of Washington will be a party because it wholly owns Columbia Resource Company and would make all contributions to the DCIMRF; and

WHEREAS, pursuant to Section 19.2, the DCIMRF monies are to be used to reimburse costs for "approved maintenance and capital improvement projects." at Columbia Resource Company's three regional transfer stations; and

WHEREAS, neither the City of Vancouver nor Clark County would have control rights indicative of ownership over the DCIMRF because it is privately held, but would have the ability to view account balances and details of the DCIMRF for transparency purposes; and

WHEREAS, the City of Vancouver, Clark County, and Columbia Resource Company have established a Capital Improvement Project Oversight Committee to review and approve projects at the transfer stations to ensure they implement Columbia Resource Company's adopted Maintenance Plan. Once that is determined, the staff members for the public entities

will determine whether project costs should be paid from the public Regional Solid Waste Regional Fund, or instead from the DCIMRF; and

WHEREAS, the City of Vancouver, Clark County, Columbia Resource Company, Waste Connections of Washington, and US Bank will be parties to the Escrow Agreement required by US Bank to establish this fund.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. **Findings**. The City Council adopts the above recitals and the information in SR_____ as findings.

Section 2. **Authorization**. The City Manager or designee is authorized to finalize and execute the Escrow Agreement between the City of Vancouver, Clark County, Columbia Resource Company, and US Bank on behalf of the City.

Section 3. Effective Date. This Resolution is effective immediately upon adoption.

ADOPTED at a Regular Meeting of the Vancouver City Council this ____ day of December, 2025.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of October _, 2025 ("Agreement"), is by and among Clark County, a political subdivision of the State of Washington ("County"), City of Vancouver, a municipal corporation of the State of Washington ("Vancouver"), Waste Connections of Washington, Inc. ("Depositor"), Columbia Resources Co., L.P., a limited partnership corporation ("CRC" or "Recipient"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent hereunder ("Escrow Agent").

BACKGROUND

A. County and Vancouver contract with CRC for regional solid waste transfer, transport and disposal and specified processing services under the executed Master Services Agreement and Attachments [CCPH Columbia Resource Co. Solid Waste HDC.1818] (the "Underlying Agreement"), dated September 20, 2024. The Underlying Agreement provides that Depositor shall deposit the Escrow Funds (defined below) on behalf of County, Vancouver, and Recipient in a segregated escrow account to be held by Escrow Agent in accordance with Underlying Agreement.

B. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and any earnings thereon in accordance with the terms of this Agreement.

C. County, Vancouver, Depositor and Recipient have appointed the Representatives (as defined below) to represent them for all purposes relating to the funds to be deposited with Escrow Agent pursuant to this Agreement.

D. County, Vancouver, Depositor and Recipient acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the Underlying Agreement, (ii) all references in this Agreement to the Underlying Agreement are solely for the convenience of County, Vancouver, Depositor and Recipient, and (iii) Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"Business Day" shall mean any day, other than a Saturday, Sunday or legal holiday, on which Escrow Agent at its location identified in Section 15 is open to the public for general banking purposes.

"County Representative" shall mean each person designated on Schedule C hereto or any other person designated in a writing signed by County and delivered to Escrow Agent, a Vancouver

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Representative, a Depositor Representative, and a Recipient Representative in accordance with the notice provisions of this Agreement.

"Depositor Representative" shall mean each person designated on Schedule C hereto or any other person designated in a writing signed by Depositor and delivered to Escrow Agent, a County Representative, a Vancouver Representative, and a Recipient Representative in accordance with Section 15.

"Escrow Funds" shall mean the funds deposited with Escrow Agent pursuant to Section 3 of this Agreement, together with any interest and other income thereon.

"Final Order" shall mean a final and nonappealable order of a court of competent jurisdiction (an "Order"), which Order is delivered to Escrow Agent accompanied by a written instruction from County, Vancouver, Depositor or Recipient given to effectuate such Order and confirming that such Order is final, nonappealable and issued by a court of competent jurisdiction, and Escrow Agent shall be entitled to conclusively rely upon any such confirmation and instruction and shall have no responsibility to review the Order to which such confirmation and instruction refers.

"Indemnified Party" shall have the meaning set forth in Section 11.

"Joint Written Direction" shall mean a written direction executed by a County Representative, a Vancouver Representative, and a Recipient Representative, delivered to Escrow Agent in accordance with Section 15 and directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking any other action pursuant to this Agreement.

"Representatives" shall mean the County Representative, the Vancouver Representative, the Depositor Representative and the Recipient Representative.

"Recipient Representative" shall mean each person designated on Schedule C hereto or any other person designated in a writing signed by Recipient and delivered to Escrow Agent, a County Representative, a Vancouver Representative, and a Depositor Representative in accordance with the notice provisions of this Agreement.

"Vancouver Representative" shall mean each person designated on Schedule C hereto or any other person designated in a writing signed by Vancouver and delivered to Escrow Agent, a County Representative, a Depositor Representative, and a Recipient Representative in accordance with the notice provisions of this Agreement.

2. Appointment of and Acceptance by Escrow Agent. County, Vancouver, Depositor and Recipient hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Funds in accordance with Section 3, agrees to hold, invest and disburse the Escrow Funds in accordance with this Agreement.

3. Deposit of Escrow Funds. Simultaneously with the execution and delivery of this Agreement, Depositor will transfer the initial Escrow Funds in the amount of $4,200,000.00 plus any and all interest earned on the initial deposit since commencement of the Underlying

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Agreement to date of the fund being established and $ 4,751,170.00 plus any and all interest earned since January 2025 to the date of the fund being established, by wire transfer of immediately available funds, to an account designated by Escrow Agent (the "Escrow Account"). Depositor will make additional deposits into the Escrow Account in accordance with Schedule D, provided that Escrow Agent shall not be responsible, nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from Depositor, such additional deposits. Escrow Funds shall remain uninvested except as provided in Section 6.

4. Disbursements of Escrow Funds.

(a) Escrow Agent shall disburse Escrow Funds at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction substantially in the form of Attachment 1 hereto and received by Escrow Agent as set forth in Section 15. Such Joint Written Direction shall contain complete payment instructions, including funds transfer instructions or an address to which a check shall be sent.

(b) County, Vancouver and Recipient agree that Escrow Agent is authorized to use the following funds transfer instructions to disburse any funds due to Recipient:

Bank Name: _____
Bank Address: _____
ABA No.: _____
Account Name: _____
Account No.: _____

(c) Prior to any disbursement, Escrow Agent must receive reasonable identifying information regarding the recipient so that Escrow Agent is able to comply with its regulatory obligations and reasonable business practices, including without limitation a completed United States Internal Revenue Service ("IRS") Form W-9 or Form W-8, as applicable. All disbursements of Escrow Funds shall be subject to the fees and claims of Escrow Agent and the Indemnified Parties pursuant to Section 11 and Section 12.

(d) County, Vancouver and Recipient may each deliver written notice to Escrow Agent in accordance with Section 15 changing their respective funds transfer instructions, which notice shall be effective only upon receipt by Escrow Agent and after Escrow Agent has had a reasonable time to act upon such notice.

(e) Notwithstanding any other provision of this Agreement, Escrow Agent is authorized to disburse Escrow Funds pursuant to a Final Order.

5. Suspension of Performance; Disbursement into Court. If, at any time, (a) a dispute exists with respect to any obligation of Escrow Agent hereunder, (b) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, Escrow Agent's proper actions with respect to its obligations hereunder, or (c) County and Vancouver have not, within 30 days of receipt of a notice of resignation, appointed a successor Escrow Agent to act hereunder, then

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Escrow Agent may, in its sole discretion, take either or both of the following actions:

(i) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor escrow agent shall have been appointed.

(ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in the state of Washington, with venue lying in Clark County or the federal Western District of Washington, for instructions with respect to such dispute or uncertainty and, to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to County, Vancouver, Depositor or Recipient for any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise due to any delay in any other action required or requested of Escrow Agent.

6. Investment of Funds. Based upon County's, Vancouver's, Depositor's and Recipient's prior review of investment alternatives, in the absence of further specific written direction to the contrary at any time that an investment decision must be made, Escrow Agent is directed to invest and reinvest the Escrow Funds in the investment identified in Schedule A. If applicable, County, Vancouver, Depositor and Recipient acknowledge receipt from Escrow Agent of a current copy of the prospectus for the investment identified in Schedule A. Depositor and Recipient may deliver to Escrow Agent a joint written instruction changing the investment of the Escrow Funds, and upon which direction Escrow Agent may conclusively rely without inquiry or investigation; provided, however, that Depositor and Recipient warrant that (i) the parties will obtain advisory input and comment from County and Vancouver prior to issuing such instruction and (ii) no investment or reinvestment direction shall be given except in the following: (a) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United States of America; (b) U.S. dollar denominated deposit accounts and certificates of deposit issued by any domestic bank, bank and trust company, or national banking association (including Escrow Agent and its affiliates); or (c) money market funds, including funds managed by Escrow Agent or any of its affiliates; provided further, however, **that** Escrow Agent will not be directed to invest in investments that Escrow Agent determines are not consistent with Escrow Agent's policies or practices. County, Vancouver, Depositor and Recipient recognize and agree that Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of Escrow Funds or the purchase or disposition of any investment and Escrow Agent shall not have any liability for any loss in an investment made pursuant to the terms of this Agreement. Escrow Agent has no responsibility whatsoever to determine the market or other value of any investment and makes no representation or warranty as to the accuracy of any such valuations. To the extent applicable regulations grant rights to receive brokerage confirmations for certain security

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transactions, County, Vancouver, Depositor and Recipient waive receipt of such confirmations.

All investments shall be made in the name of Escrow Agent. Escrow Agent may, without notice to County, Vancouver, Depositor and Recipient, sell or liquidate any of the foregoing investments at any time for any disbursement of Escrow Funds permitted or required hereunder and shall not be liable for any loss, cost or penalty resulting from any sale or liquidation of any such investment. All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Funds. With respect to any Escrow Funds or investment instruction received by Escrow Agent after 11:00 a.m., U.S. Central Time, Escrow Agent shall not be required to invest applicable funds until the next Business Day.

7. Statements. Receipt of the Escrow Funds and investment and reinvestment of the Escrow Funds shall be confirmed by Escrow Agent by an account statement. Escrow Agent will deliver monthly account statements to County, Vancouver, Depositor and Recipient in accordance with Section 15. Unless otherwise agreed to in writing by Escrow Agent, account statements will be effectively delivered when made available through Escrow Agent's online portal system ("Pivot"). Failure to inform Escrow Agent in writing of any error or omission in any such account statement within 90 days after receipt shall conclusively be deemed confirmation and approval by County, Vancouver, Depositor and Recipient of such account statement.

8. Tax Reporting. (a) Escrow Agent has no responsibility for the tax consequences of this Agreement and County, Vancouver, Depositor and Recipient shall consult with independent counsel concerning any and all tax matters. County, Vancouver, Depositor and Recipient jointly and severally agree to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement and (ii) request and direct Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any. Escrow Agent shall have no responsibility for Form 1099-MISC reporting with respect to disbursements that Escrow Agent makes in an administrative or ministerial function to vendors or other service providers and shall have no tax reporting or withholding duties with respect to the Foreign Investment in Real Property Tax Act.

(b) To the extent that U.S. federal imputed interest regulations apply, County, Vancouver, Depositor and Recipient shall so inform Escrow Agent, provide Escrow Agent with all imputed interest calculations and direct Escrow Agent to disburse imputed interest amounts as County, Vancouver, Depositor and Recipient deem appropriate. Escrow Agent will rely solely on such provided calculations and information and will have no responsibility for the accuracy or completeness of any such calculations or information. County, Vancouver, Depositor and Recipient shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related

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regulations.

(c) Except as otherwise directed by County, Vancouver, Depositor and Recipient in writing, Escrow Agent will report, on an accrual basis, all interest or income on the Escrow Funds as being owned by Recipient for federal income tax purposes. If any accrued interest income attributed to Recipient is subsequently disbursed by Escrow Agent to Depositor, County or Vancouver, then County, Vancouver, Depositor and Recipient shall jointly direct Escrow Agent in writing with respect to the appropriate tax treatment and reporting of such disbursements.

9. Resignation or Removal of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days' prior written notice to Depositor and Recipient specifying a date when such resignation shall take effect and, after the date of such resignation notice, notwithstanding any other provision of this Agreement, Escrow Agent's sole obligation will be to hold the Escrow Funds pending appointment of a successor Escrow Agent. Similarly, Escrow Agent may be removed at any time by County and Vancouver giving at least thirty (30) days' prior written notice to Escrow Agent specifying the date when such removal shall take effect. If County and Vancouver fail to appoint a successor Escrow Agent prior to the effective date of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses related to such petition shall be paid jointly and severally by County, Vancouver, Depositor and Recipient, provided that County, Vancouver, Depositor and Recipient agree solely among themselves that County and Vancouver will be solely responsible for such amounts. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement.

10. Duties and Liability of Escrow Agent.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights shall not be construed as duties. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any document other than this Agreement, including without limitation any other agreement between any of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such document has been provided to Escrow Agent. Escrow Agent's sole responsibility shall be for the safekeeping of the Escrow Funds in accordance with Escrow Agent's customary practices and disbursement thereof in accordance with the terms of this Agreement. Escrow Agent shall not be responsible for or have any duty to make any

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calculations under this Agreement, or to determine when any calculation required under the provisions of this Agreement should be made, how it should be made or what it should be, or to confirm or verify any such calculation. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. This Agreement shall terminate upon the distribution of all the Escrow Funds pursuant to any applicable provision of this Agreement, and Escrow Agent shall thereafter have no further obligation or liability whatsoever with respect to this Agreement or the Escrow Funds.

(b) Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to appeal, that Escrow Agent's gross negligence or willful misconduct in connection with its material breach of this Agreement was a proximate cause of any loss to County, Vancouver, Depositor or Recipient. Escrow Agent may retain and act hereunder through agents, and shall not be responsible for or have any liability with respect to the acts of any such agent retained by Escrow Agent in good faith.

(c) Escrow Agent may conclusively rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent believes to be genuine and to have been signed or presented by the person purporting to sign it and shall have no responsibility or duty to make inquiry as to or to determine the truth, accuracy or validity thereof (or any signature appearing thereon). In no event shall Escrow Agent be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Escrow Agent to have been created by or on behalf of County, Vancouver, Depositor or Recipient (ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action or (iii) any amount greater than the value of the Escrow Funds as valued upon deposit with Escrow Agent.

(d) Escrow Agent shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control. Escrow Agent shall not be obligated to take any legal action relating to the Escrow Funds, this Agreement or the Underlying Agreement or to appear in, prosecute or defend any such legal action or to take any other action that in Escrow Agent's sole judgment may expose it to potential expense or liability. County, Vancouver, Depositor and Recipient are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. Escrow Agent shall have no liability to County, Vancouver, Depositor or Recipient, their respective heirs, legal representatives, successors and assigns, or any other party, should any of the Escrow Funds escheat by operation of law.

(e) Escrow Agent may consult, at County, Vancouver, Depositor's and Recipient's cost, legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to

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any dispute involving this Agreement, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. County, Vancouver, Depositor and Recipient agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request in connection with its duties hereunder. When any action is provided for herein to be done on or by a specified date that falls on a day other than a Business Day, such action may be performed on the following Business Day.

(f) If any portion of the Escrow Funds is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Escrow Funds is stayed or enjoined by any court order, Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such writ, order, decree or process, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

(g) Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell and deal in any of the securities of any other party hereto and contract and lend money to any other party hereto and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude Escrow Agent from acting in any other capacity for any other party hereto or for any other person or entity.

(h) In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Agreement), whether in writing, by electronic delivery or otherwise, Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Schedule C hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Schedule C, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of County's, Vancouver's, Depositor's or Recipient's executive officers ("Executive Officers"), as the case may be, which shall include the titles of County Manager, City Manager, Chief Executive Officer, President and Vice President, as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. County, Vancouver, Depositor and Recipient agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by County, Vancouver, Depositor or Recipient to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. County, Vancouver, Depositor and Recipient acknowledge that these optional security procedures are commercially reasonable.

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11. Indemnification of Escrow Agent. County, Vancouver, Depositor and Recipient, jointly and severally, shall indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") upon demand against any and all claims (whether asserted by County, Vancouver, Depositor, Recipient or any other person or entity and whether or not valid), actions, proceedings, losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) (collectively, "Losses") arising from this Agreement or Escrow Agent's actions hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been proximately caused by the gross negligence or willful misconduct of such Indemnified Party in connection with Escrow Agent's material breach of this Agreement. County, Vancouver, Depositor and Recipient further agree, jointly and severally, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorneys' fees, incurred by such Indemnified Party in connection with the successful enforcement of, County, Vancouver, Depositor's and Recipient's obligations hereunder this Section. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by County, Vancouver, Depositor and Recipient jointly and severally. The obligations of County, Vancouver, Depositor and Recipient under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

12. Compensation of Escrow Agent.

(a) Fees and Expenses. Depositor and Recipient agree, jointly and severally, to compensate Escrow Agent upon demand for its services hereunder in accordance with Schedule B attached hereto. Without limiting the joint and several nature of their obligations to Escrow Agent, Depositor and Recipient agree between themselves that Depositor will be responsible for Escrow Agent's compensation. To the extent sufficient funds are available therein, Escrow Agent's compensation will be paid from the Escrow Funds on deposit in the Escrow Account. The obligations of Depositor and Recipient under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

(b) Disbursements from Escrow Funds to Pay Escrow Agent. Escrow Agent is authorized to, and may disburse to itself from the Escrow Funds, from time to time, the amount of any compensation and reimbursement of expenses due and payable hereunder (including any amount to which Escrow Agent or any other Indemnified Party is entitled to seek indemnification hereunder). Escrow Agent shall notify County, Vancouver, Depositor and Recipient of any such disbursement from the Escrow Funds to itself or any other Indemnified Party and shall furnish County, Vancouver, Depositor and Recipient copies of related invoices and other statements within 30 days.

(c) Security and Offset. County, Vancouver, Depositor and Recipient hereby grant to Escrow Agent and the other Indemnified Parties a first priority security interest in, lien upon and right of sale and offset against the Escrow Funds with respect to any compensation or reimbursement due any of them hereunder (including any claim for indemnification hereunder).

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If for any reason the Escrow Funds are insufficient to cover such compensation and reimbursement, County, Vancouver, Depositor and Recipient shall promptly pay such amounts pursuant to Section 11 and Section 12(a) upon receipt of an itemized invoice, subject, as between them, to Section 12(a).

13. Representations and Warranties. County, Vancouver, Depositor and Recipient each respectively make the following representations and warranties to Escrow Agent:

(a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

(b) each of the applicable persons designated (i) on Schedule C attached hereto has been duly appointed to act as its authorized representative hereunder and individually has full power and authority on its behalf to execute and deliver any instruction or direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions as its authorized representative under this Agreement and (ii) on Schedule C-1 attached hereto has been granted access to Pivot on its behalf . Any change to such designations will not be effective until, in the case of Schedule C, written notice of such change is delivered to each other party to this Agreement pursuant to Section 15 and Escrow Agent has had reasonable time to act upon it and, in the case of Schedule C-1, written notice of such change is delivered by the respective party requesting the change to Escrow Agent pursuant to Section 15 and Escrow Agent has had reasonable time to act upon it.

(c) the execution, delivery and performance of this Agreement by Escrow Agent does not and will not violate any applicable law or regulation and no printed or other material in any language, including any prospectus, notice, report, and promotional material that mentions "U.S. Bank" or any of its affiliates by name or the rights, powers, or duties of Escrow Agent under this Agreement shall be issued by any other parties hereto, or on such party's behalf, without the prior written consent of Escrow Agent.

(d) it will not claim any immunity from jurisdiction of any court, suit or legal process, whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise.

(e) there is no security interest in the Escrow Funds or any part thereof; no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof.

14. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. County, Vancouver, Depositor and Recipient agree to provide all information requested by Escrow Agent in

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connection with any legislation or regulation to which Escrow Agent is subject, in a timely manner. Escrow Agent's appointment and acceptance of its duties under this Agreement is contingent upon verification of all regulatory requirements applicable to County, Vancouver, Depositor, Recipient and any of their permitted assigns, including successful completion of a final background check. These conditions include, without limitation, requirements under the USA PATRIOT Act, the USA FREEDOM Act, the Bank Secrecy Act, and the U.S. Department of the Treasury Office of Foreign Assets Control. If these conditions are not met, Escrow Agent may at its option promptly terminate this Agreement in whole or in part or refuse any otherwise permitted assignment by County, Vancouver, Depositor or Recipient, without any liability or incurring any additional costs.

15. Notices. All notices, approvals, consents, requests, statements and other communications hereunder (each, a "Notice") must be in writing, in English, and may only be delivered (a) by personal delivery, or (b) by national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) by Pivot or (e) by email. Notice shall be effective upon receipt except for Notice via email, which shall be effective only when the recipient, by return email or Notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). Such Notices shall be sent to the applicable party or parties at the address specified below:

If to Depositor or Depositor Representative, at:

_____
_____
_____
Telephone:
E-mail:

If to Vancouver or Vancouver Representative, at:

City of Vancouver
Attn: Steve Wall, Public Works Director
4500 SE Columbia Way / PO Box 1995
Vancouver, WA 98661 / Vancouver, WA 98668-1995
Telephone: (360) 487-7160
E-mail: solidwaste@cityofvancouver.us

With copy to:

City of Vancouver
Attn: City Finance
415 W 6th St / PO Box 1995
Vancouver, WA 98660 / Vancouver, WA 98668-1995
Telephone: (360) 487-8448
E-mail: finance@cityofvancouver.us

If to Clark County or County Representative, at:

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Clark County
Attn: Public Works: Solid Waste and Recycling Division
1300 Franklin Street
Vancouver, WA 98660
Telephone: 564.397.7352
E-mail: Solidwaste@clark.wa.gov

If to Recipient or Recipient Representative, at:
Columbia Resources Co., L.P.
Attn: Josh Brown
12115 NE 99th Street Suite 1830
Vancouver Washington 98682
Telephone: (406)210-8639
E-mail: joshua.brown@wasteconnections.com

With copy to:
Columbia Resources Co., L.P.
Attn: Hansal Patel
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Telephone: (832) 442-2244
E-mail: hansal.patel@wasteconnections.com

If to Escrow Agent, at:
U.S. Bank National Association, as Escrow Agent
ATTN: Global Corporate Trust
633 West 5th Street, 24th Floor
Los Angeles, CA 90071
Telephone: (213) 615-6063
E-mail: ismael.diaz@usbank.com

or to such other address as each party may designate for itself by like Notice and unless otherwise provided herein shall be deemed to have been given on the date received. Escrow Agent shall not have any duty to confirm that the person sending any Notice by electronic transmission (including by e-mail, Pivot or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

16. Amendment and Assignment. None of the terms or conditions of this Agreement

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may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. No party may assign this Agreement or any of its rights or obligations hereunder without the written consent of the other parties, provided that if Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, the successor or transferee entity without any further act shall be the successor Escrow Agent.

17. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Washington without giving effect to the conflict of laws principles thereof that would require the application of any other laws. Each of the parties hereto irrevocably (a) consents to the exclusive jurisdiction and venue of the state and federal courts in the State of Washington in connection with any matter arising out of this Agreement, (b) waives any objection to such jurisdiction or venue (c) agrees not to commence any legal proceedings related hereto except in such courts, (d) consents to and agrees to accept service of process to vest personal jurisdiction over it in any such courts made as set forth in Section 15 and (e) waives any right to trial by jury in any action in connection with this Agreement.

18. Entire Agreement, No Third-Party Beneficiaries. This Agreement constitutes the entire agreement between the signatory parties hereto relating to the holding, investment and disbursement of Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to Escrow Funds. This Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the signatory parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CITY OF VANCOUVER

By: _____
Name: _____
Title: _____

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CLARK COUNTY

By: _____
Name: _____
Title: _____

COLUMBIA RESOURCE CO., L.P.

By: _____
Name: _____
Title: _____

WASTE CONNECTIONS OF WASHINGTON, INC.
By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

By: _____
Name: Ismael Diaz
Title: Vice President

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SCHEDULE A

MONEY MARKET DEPOSIT ACCOUNT AUTHORIZATION FORM

DESCRIPTION AND TERMS

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount. U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account.

The owner of the account is U.S. Bank, U.S. Bank Trust National Association, or U.S. Bank Trust Company National Association (as applicable) (the "U.S. Bank Entities") as agent for Global Corporate Trust customers. The U.S. Bank Entities perform all account deposits and withdrawals. Deposit accounts are FDIC-insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

THE U.S. BANK ENTITIES, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, ARE NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR INVESTMENT ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary as may be authorized under the governing agreement, the applicable U.S. Bank Entity is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. Customer confirms that the U.S. Bank Money Market Deposit Account is a permitted investment under the governing agreement and this authorization is the permanent direction for investment of the moneys until the applicable U.S. Bank Entity is notified in writing of alternate instructions.

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SCHEDULE B

Schedule of Fees for Services as Escrow Agent

ACCEPTANCE & SET-UP FEE **$1,500**

ANNUAL ESCROW ADMINISTRATION FEE **$2,500**

The first annual administration fee will be invoiced, and payable, upfront at closing. It covers Escrow Agent Services for a period of 12-months, fees are not pro-rated for partial year.

DISBURSEMENTS & TAX REPORTING (IF APPLICABLE): **N/A**

LEGAL FEES & EXPENSES (IF APPLICABLE): **N/A**

EXTRAORDINARY SERVICES: **AT-COST**

Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

General. Your obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents and survive any termination of the transaction or governing documents and the resignation or removal of the trustee or agent. This Fee Schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

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SCHEDULE C

Each of the following person(s) is a **Depositor Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Depositor's behalf (only one signature required). Check box to indicate Pivot access (unless otherwise agreed to in writing by Escrow Agent, full access* will be granted).

☐ _____	_____	_____	_____
Name	Specimen signature	Email	Telephone No.
☐ _____	_____	_____	_____
Name	Specimen signature	Email	Telephone No.
☐ _____	_____	_____	_____
Name	Specimen signature	Email	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

☐ _____	_____	_____
Name	Email	Telephone Number

Each of the following person(s) is a **Recipient Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required). Check box to indicate Pivot access (unless otherwise agreed to in writing by Escrow Agent, full access* will be granted).

☐ _____	_____	_____	_____
Name	Specimen signature	Email	Telephone No.
☐ _____	_____	_____	_____
Name	Specimen signature	Email	Telephone No.
☐ _____	_____	_____	_____
Name	Specimen signature	Email	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

☐ _____	_____	_____
Name	Email	Telephone Number

*Full access includes debt details, documents, reports, statements, cash and holdings.

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Each of the following person(s) is a **Vancouver Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Vancouver's behalf (only one signature required). Check box to indicate Pivot access (unless otherwise agreed to in writing by Escrow Agent, full access* will be granted).

☐ _____	_____	_____	_____
Name	Specimen signature	Email	Telephone No.
☐ _____	_____	_____	_____
Name	Specimen signature	Email	Telephone No.
☐ _____	_____	_____	_____
Name	Specimen signature	Email	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

☐ _____	_____	_____
Name	Email	Telephone Number

*Full access includes debt details, documents, reports, statements, cash and holdings.

Each of the following person(s) is a **County Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on County's behalf (only one signature required). Check box to indicate Pivot access (unless otherwise agreed to in writing by Escrow Agent, full access* will be granted).

☐ _____	_____	_____	_____
Name	Specimen signature	Email	Telephone No.
☐ _____	_____	_____	_____
Name	Specimen signature	Email	Telephone No.
☐ _____	_____	_____	_____
Name	Specimen signature	Email	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

☐ _____	_____	_____
Name	Email	Telephone Number

*Full access includes debt details, documents, reports, statements, cash and holdings.

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SCHEDULE C-1

In addition to any applicable authorized persons on Schedule C, Pivot access may be granted to other parties (e.g. attorneys, financial advisors, accountants, etc.).

Depositor hereby grants the following person(s) access to Pivot on its behalf (unless otherwise agreed to in writing by Escrow Agent, full access* will be granted).

Name	Email	Telephone No.
Name	Email	Telephone No.
Name	Email	Telephone No.

Recipient hereby grants the following person(s) access to Pivot on its behalf (unless otherwise agreed to in writing by Escrow Agent, full access* will be granted).

Name	Email	Telephone No.
Name	Email	Telephone No.
Name	Email	Telephone No.

Vancouver hereby grants the following person(s) access to Pivot on its behalf (unless otherwise agreed to in writing by Escrow Agent, full access* will be granted).

Name	Email	Telephone No.
Name	Email	Telephone No.
Name	Email	Telephone No.

*Full access includes debt details, documents, reports, statements, cash and holdings.

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SCHEDULE D

The Depositor shall make deposits into the Escrow Account in accordance with Section 3 of this Agreement and as required by the terms of the Underlying Agreement and associated Exhibit A.1-6. The Depositor Representative shall provide annually an updated Schedule D to the Escrow Agent. Anticipated deposits are as follows:

Escrow Payment For	Anticipated Transmittal Date
Initial Year DCIMRF Contribution plus Interest	June 2025
2024 DCIMRF Contribution plus Interest	October 2025
2025 DCIMRF Contribution	January 2026
2026 DCIMRF Contribution	January 2027
2027 DCIMRF Contribution	January 2028

[Deposit Schedule]

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ATTACHMENT 1

FORM OF JOINT WRITTEN DIRECTION

[To be completed on closing]

U.S. Bank National Association, as Escrow Agent
ATTN: Global Corporate Trust
633 W. 5th Street, 24th Floor
Los Angeles, CA 90071

RE: ESCROW AGREEMENT made and entered into as of [ ] by and among [ ] ("County") [ ] ("Vancouver"), [ ] ("Depositor"), [ ] ("Recipient") and U.S. Bank National Association, in its capacity as escrow agent (the "Escrow Agent").

Pursuant to Section 4 of the above-referenced Escrow Agreement, County, Vancouver and Recipient hereby instruct Escrow Agent to disburse the amount of [$_____] from the Escrow Account to [Recipient], as provided below:

Recipient

Bank Name: _____
Bank Address: _____
ABA No. _____
Account Name: _____
Account No.: _____

[Clark County]
By: _____
Name:
Date: _____

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[Vancouver]
By: _____
Name:
Date: _____

[Recipient]
By: _____
Name:
Date: _____

Certificate Of Completion

Envelope Id: 9494F7BB-CDE0-45FA-A17A-EBDD37507E24
Status: Completed
Subject: RUSH!! PLS SIGN ASAP!! Complete with Docusign: PW25-313 Solid Waste Escrow Agreement.pdf
Source Envelope:
Document Pages: 25
Signatures: 3
Certificate Pages: 5
Initials: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Chresta Larson
1300 Franklin St
Vancouver, WA 98660
Chresta.Larson@clark.wa.gov
IP Address: 64.4.181.38

Record Tracking

Status: Original
11/20/2025 11:41:48 AM
Holder: Chresta Larson
Chresta.Larson@clark.wa.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Chresta Larson Chresta.Larson@clark.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.38	Sent: 11/20/2025 11:49:25 AM Viewed: 11/20/2025 11:49:44 AM Signed: 11/20/2025 11:49:53 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Amanda Scott amanda.scott@clark.wa.gov Management Analyst Clark County, WA Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.184.5	Sent: 11/20/2025 11:49:55 AM Viewed: 11/20/2025 12:05:54 PM Signed: 11/20/2025 12:06:33 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Joelle Loescher joelle.loescher@clark.wa.gov Solid Waste Operations Program Manager Clark County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2600:100f:b027:4a20:3ca7:e391:3649:5d1 Signed using mobile	Sent: 11/20/2025 11:49:55 AM Viewed: 11/20/2025 12:04:35 PM Signed: 11/20/2025 12:05:02 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Kenneth A Lader ken.lader@clark.wa.gov Public Works Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 64.4.181.41	Sent: 11/20/2025 11:49:55 AM Viewed: 11/20/2025 11:55:34 AM Signed: 11/20/2025 11:56:18 AM
Electronic Record and Signature Disclosure: Accepted: 6/20/2019 2:45:06 PM ID: 3037acb5-08a7-41e1-a68c-d404beb2864c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
PW Staff Reports pwstaffreports@clark.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 11/20/2025 12:06:34 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/20/2025 11:49:25 AM
Certified Delivered	Security Checked	11/20/2025 11:55:34 AM
Signing Complete	Security Checked	11/20/2025 11:56:18 AM
Completed	Security Checked	11/20/2025 12:06:34 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€˜Withdraw Consentâ€™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Clark County, WA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
By checking the â€˜I agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.

A RESOLUTION endorsing the Preferred Land Use Alternative Map as of December 15, 2025 for the Our Vancouver Comprehensive Plan Update, as described below and as shown on the attached Exhibit A.

Staff Report: 251-25

To: Mayor and City Council
From: City Manager
Date: December 15, 2025

Subject

Resolution Endorsing the Preferred Land Use Alternative Map for the Our Vancouver Comprehensive Plan Update

Key Points

- The Washington State Growth Management Act requires jurisdictions to adopt 20-year Comprehensive Plans, and to update these plans regularly through a Periodic Review process that addresses all relevant state laws and statues related to Comprehensive Planning.
- In 2023, the City initiated an update to its Comprehensive Plan in compliance with these requirements. This effort is called Our Vancouver and has been guided by Council's core policy priorities of robust climate action, equitable access to opportunity, and holistic community safety.
- The Growth Management Act requires the City to adopt an updated Plan, identify a new land use map, modify its zoning code and development standards to implement the Plan, and engage the community in this process.
- The final Preferred Land Use Alternative now before Council aligns with and reflects information from the Draft Environmental Impact Statement (Draft EIS), community input (including comments submitted during the Draft EIS comment period July 8 – September 8, 2025), state laws, city priorities, and direction from City Council, and meets projected housing and employment needs for the 20-year planning period.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

Present Situation

The City of Vancouver's Comprehensive Plan provides the overall long-term vision and policy direction for managing the built and natural environment in Vancouver and providing necessary public facilities to achieve that vision. The City adopted its first comprehensive plan under Washington's Growth Management Act in 1994 (Chapter 36.70A RCW), with a major re-write occurring in 2004, and a less substantive update occurring most recently in 2011.

A required component of Comprehensive Plan updates is the development of an updated land use and zoning map. This map identifies the types of uses and scales of development that can be located across the City, as well as areas that will not be developed because they are reserved for parks and recreation, open space and natural areas, surface water management facilities or other ecological functions. The final Preferred Land Use Alternative will become the new zoning map for Vancouver once it is adopted with the full updated Comprehensive Plan in Summer 2026. Updated development standards in Vancouver Municipal Code Title 20 Development Code will provide the specific development standards for each new zoning district.

The proposed final Preferred Land Use Alternative responds to current needs and reflects the overall plan vision that was established for **OUR VANCOUVER** during the first phase of the project. The Council-endorsed community vision statement reads as follows:

Vancouver is an equitable and prosperous community, which ensures that all residents, businesses and organizations benefit from the growth and advancement we make together. Vancouver will be recognized for our quality of life, as evidenced by affordable housing in vibrant, safe and walkable neighborhoods, access to jobs and economic opportunity for all, and resilience to the impacts of climate change.

Land Use Alternatives Development Process
Throughout 2024, the project team worked with the Council, Planning Commission, community members and technical experts to develop and analyze land use alternatives that responded to Council's policy priorities, complied with state law, and reflected a range of options for managing future growth. The action alternatives were created based on direction from Council, State requirements, community input, and analyses of existing and potential future conditions. Community input that informed the development of the alternatives included:

- Engagement during visioning efforts, including
    - 800+ direct conversations at 19 events.
    - 1000+ community survey responses.
    - An interactive online map.
    - Ongoing meetings with Community Partners, representing organizations that serve BIPOC, LGBTQIA+, Hispanic, youth, low-income, and disabled communities.
    - Six meetings with Community Working Groups (CWGs) focused on housing, climate, transportation, economic opportunity, community-based organizations, and the building industry contributed technical and lived-experience.
- Four community mapping activities in Spring 2024, one of which was done in partnership with the Vancouver Neighborhood Alliance and another of which was youth-focused.
- One online mapping activity.
- Seven group-specific mapping activities.
- Joint City Council-Planning Commission mapping activity.
- Four City Council Workshops.
- Refinement though additional community working group meetings and Planning Commission workshops

See September 16, 2024, City Council Workshop for details.

Two Action Alternatives and a No Action Alternative were studied through the state-required environmental review process to understand how they could affect the Vancouver community and environment. The alternatives and their potential impacts are described in an environmental report,

called a draft environmental impact statement or Draft EIS. Outreach to raise awareness about the alternatives and the upcoming comment period included:

- An online StoryMap, which received 5,000+ views.
- Two City Council workshops and a Planning Commission workshop.
- Four additional board and commission meetings.
- 25 community meetings/events, including with neighborhood associations, school groups, and community-based organizations.
- 16 total e-newsletter emails through Our Vancouver, Vancouver Connects, and the Office of Neighborhoods.
- An article in The Columbian newspaper and social media posts.

See July 14, 2025, City Council Workshop for details.

The Draft EIS was then published for the public to review and comment on from July 8 to September 8, 2025. Over 400 comments were submitted. Responses to comments will be published in a Final Environmental Impact Statement (FEIS), expected in Spring 2026. Feedback from the Draft EIS comment period highlighted both broad support for more compact, connected growth and concerns about neighborhood impacts, service capacity, and livability. Engagement and outreach during the comment period included:

- Updated StoryMap with Draft EIS information, which received around 3,500 views.
- Two interactive public meetings, in East Vancouver and West Vancouver.
- Two virtual sessions.
- Five group presentations.
- Two City Council workshops and a Planning Commission workshop
- Four tabling events.
- 22 total e-newsletter emails sent through Our Vancouver, Vancouver Connects, and the Office of Neighborhood lists, plus 100+ direct emails to individual community groups, neighborhood associations, and boards/commissions.
- 27 social media posts, which garnered 69,454 unique views.
- Features in both The Columbian and the City's mailed newsletter.

See September 15, 2025 City Council Workshop for details.

The Preferred Alternative
To begin drafting a preferred alternative, staff developed the framework listed below. See September 15, 2025 City Council Workshop for details.

- **DEIS Comments:** Incorporate comments and requests that are consistent with Council policy direction.
- **Centers & Corridors:** Move from broad rules to location-specific analysis.
- **Schools:** Ensure growth does not worsen school-specific capacity issues.
- **Tree Canopy:** Identify areas with significant mature tree canopy.
- **Parks & Community Services:** Prioritize additional housing capacity near parks and schools.
- **Industrial Employment Lands:** Carefully manage employment land.
- **Service Deserts:** Use the Connected & Accessible Neighborhoods map to locate areas without access to essential services.
- **Reducing VMT & Emissions:** Prioritize land use strategies and mixes that reduce trip length and support different trip types.

- **Public Facilities and Services:** Leverage existing infrastructure and areas planned for capital upgrades in the future.
- **Transportation:** Leverage existing and planned transportation investments to locate growth near upgraded, multimodal facilities.
- **Health and Climate Vulnerability:** Target more intense development in areas with low health and climate vulnerability.

Using this framework, staff then created and shared the first draft of the Preferred Alternative during workshops with City Council on November 10, 2025, and with Planning Commission on November 18, 2025. Based on the feedback received and remaining items from the framework, staff updated the draft Preferred Alternative map, creating the second draft, which was discussed with City Council on December 1, 2025. The second draft of the Preferred Alternative is now being proposed for endorsement as the final Preferred Land Use Alternative map.

Advantage(s)

1. The final Preferred Land Use Alternative balances a range of considerations, including state requirements for Comprehensive Planning, Council policy priorities, and community input received throughout the Comprehensive Plan update process.
2. The final Preferred Land Use Alternative accommodates projected housing and employment needs for the next 20 years.
3. The final Preferred Land Use Alternative balances development with preservation of the natural environment. This includes facilitating growth in established urban areas so that agricultural and resource lands outside the City and Vancouver Urban Growth Area (VUGA) can be preserved for agricultural and environmental functions.
4. The final Preferred Land Use Alternative distributes growth around the City, providing for balanced growth that ensures impacts are not concentrated and that all areas of the City benefit from future growth and investment.

Challenge(s)

The final Preferred Land Use Alternative represents significant change in the community and generates fear and concern for some community members, though this change will occur incrementally over the 20-year planning time-horizon.

Budget Impact

No additional budget impact is associated with this request.

Prior Council Review

The below dates reflect Council review of the Land Use Alternative development process and outputs. A full list of Council review of the Comprehensive Plan update process is available on the Comprehensive Plan Update webpage.

- March 4, 2024: City Council Workshop reviewing the methods and assumptions for the creation of the Land Use Alternatives
- April 1, 2024: City Council Workshop doing a mapping activity with the Planning Commission to inform the creation of the Land Use Alternatives
- June 17, 2024: City Council review of engagement activities and community feedback
- September 9, 2024: City Council Workshop reviewing a draft of the Land Use Alternatives
- September 16, 2024: City Council Workshop refining the Land Use Alternatives

- July 14, 2025: City Council Workshop reviewing Draft EIS findings about the Land Use Alternatives (Part 1)
- August 4, 2025: City Council Workshop reviewing Draft EIS findings about the Land Use Alternatives (Part 2)
- September 15, 2025: City Council Workshop reviewing Draft EIS comments and a proposed framework for developing a Preferred Alternative
- November 10, 2025: City Council Workshop reviewing the first draft of the Preferred Alternative
- December 1, 2025: City Council Workshop reviewing the second draft of the Preferred Alternative

Action Requested

On Monday, December 15, 2025, finalize and approve the resolution formally endorsing the Comprehensive Plan final Preferred Land Use Alternative.

Staff Contact

Rebecca Kennedy, Deputy Community Development Director, rebecca.kennedy@cityofvancouver.us

Attachments:

1. Presentation
2. Resolution
3. Proposed Preferred Land Use Alternative Map
4. Zoning Districts Legend

OUR VANCOUVER

OUR FUTURE 2045

Comprehensive Plan Update
Preferred Land Use Alternative

Rebecca Kennedy (she/her), Deputy Director, Community Development

December 15, 2025

OUR VANCOUVER Comprehensive Plan

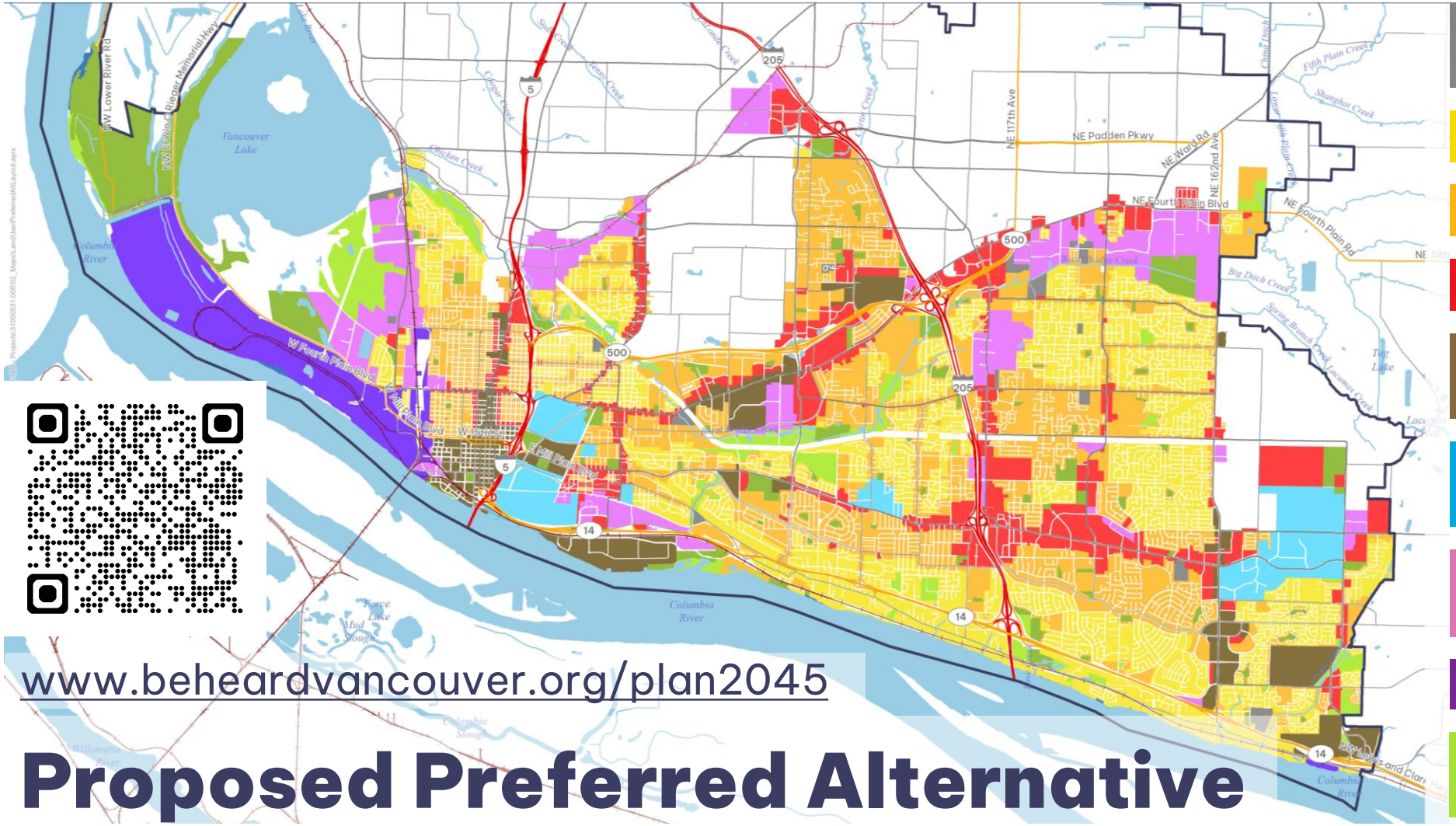
- A guide for the city's growth and development over the next **20 years** (2025-2045)
- Updating to address new State laws, city priorities, and changes since 2011

	2024	Growth	2045
Population	~200,000	+ 81,000	~281,000
Housing Units	~86,000	+ 38,000	~124,000
Jobs	~100,000	+ 43,100	~143,100

Vancouver is an equitable and prosperous community, which ensures that all residents, businesses and organizations benefit from the growth and advancement we make together.

Vancouver will be recognized for our quality of life, as evidenced by affordable housing in vibrant, safe and walkable neighborhoods, access to jobs and economic opportunity for all, and leading-edge efforts to address climate change.

Learn about our community | **Develop alternatives** | **Understand potential impacts** | **Refine map, policies, & code** | **Adopt plan and code**



Proposed Preferred Alternative

Recommendation

- Staff recommends that Council endorse the final Preferred Land Use Alternative for the City's Comprehensive Plan Update, as outlined in the resolution before you.

Next Steps

- Draft Plan and Code
  - ➡ Workshops with Council and Planning Commission on draft chapters and additional code details
  - ➡ Share draft plan and code for the public to see and weigh-in on final details
  - ➡ Update and refine plan and code based on community, Council, Planning Commission, other board and commission, and technical staff feedback; simultaneous Department of Commerce review
- Initiate Adoption Process
  - ➡ Supported by Final Environmental Impact Statement (Final EIS)

Learn More

- Explore preferred alternative on updated online map.
- Sign-up for emails to be notified when draft plan and code are published.

December 15, 2025

RESOLUTION NO. _____

A RESOLUTION endorsing the Preferred Land Use Alternative Map as of December 15, 2025 for the Our Vancouver Comprehensive Plan Update, as described below and as shown on the attached Exhibit A.

WHEREAS, pursuant to RCW 36.70a.040, the City of Vancouver is a jurisdiction that is required to formally adopt a comprehensive land use plan for managing urban growth and development under the framework defined in the Washington State Growth Management Act, guided by the land use planning goals set forth in RCW 36.70a.020, and first adopted as the Vancouver Comprehensive Plan under this framework in 1994; and

WHEREAS, pursuant to RCW 36.70a.130, the City of Vancouver is obligated to perform a periodic review of its existing Comprehensive Plan, associated policies, and implementing land use and development regulations on a recurring basis, with the current review cycle requiring final adoption and approval of proposed changes anticipated to occur on or before June 30, 2026; and

WHEREAS, the last mandatory periodic update of the Vancouver Comprehensive Plan was in 2011, and the City's implementing land use regulations under Title 20 of the Vancouver Municipal Code (VMC) have not been significantly updated since 2004; and

WHEREAS, on February 27, 2023, Council approved Resolution M-4210, confirming the Comprehensive Plan Update chartering process and decision-making framework; requiring a defined process to ensure that the overall policy design process is driven through equitable co-creation with disproportionately impacted and historically marginalized populations; including a framework that provides details on how the City will engage entities on a variety of levels

throughout the Comprehensive Plan update process, formalized within a detailed public participation plan; including a framework for overarching goals to inform the Comprehensive Plan; and updating the land use zoning map for the City to establish the types and scale of buildings allowed to develop in different locations and the uses permitted on land and buildings in the City, all constructed with input from scenario planning and overall community partnership efforts; and

WHEREAS, throughout 2024 and 2025, City staff worked with the Council, Planning Commission, community members and technical experts to map and analyze land use alternatives that responded to Council's policy priorities, complied with state law, and reflected a range of options for managing future growth; and

WHEREAS, proposed land use alternatives were developed through an iterative process of public presentations and discussions, as initially set forth at the September 16, 2024 City Council Workshop, and were studied through the state-required environmental review process to understand how they could affect the community and environment and subject to public review and comment through the Washington State Environmental Policy Act (SEPA) draft environmental impact statement (DEIS) process; and

WHEREAS, the Preferred Land Use Alternative Map is based on a framework of the following elements: DEIS Comments (incorporate comments and requests that are consistent with Council policy direction); Centers & Corridors (move from broad rules to location-specific analysis); Schools (ensure growth does not create school-specific capacity problems); Tree Canopy (identify areas with significant mature tree canopy); Parks & Community Services (prioritize additional housing capacity near parks and schools); Industrial Employment Lands (carefully manage employment land); Service Deserts (use the City's Connected & Accessible Neighborhoods map to locate areas without access to essential services); Reducing Vehicle Miles

Traveled (VMT) & greenhouse gas Emissions (prioritize land use strategies and mixes that reduce trip length and support different trip types); Public Facilities and Services (leverage existing infrastructure and areas planned for capital upgrades in the future); Transportation (leverage existing and planned transportation investments to locate growth near upgraded, multimodal facilities); Health and Climate Vulnerability (target more intense development in areas with low health and climate vulnerability; Affordable and Attainable Housing (provide for housing at all income levels to address local housing affordability and attainability concerns, and meet state housing mandates); and

WHEREAS, the final Preferred Land Use Alternative Map being endorsed by Council through this Resolution is a necessary and significant component of the Comprehensive Plan Update.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

City Council hereby endorses the Preferred Land Use Alternative Map dated December 15, 2025 as shown on the attached Exhibit A.

ADOPTED at a Regular Meeting of the Vancouver City Council on this 15th day of December, 2025.

_____
Anne McEnerny-Ogle, Mayor

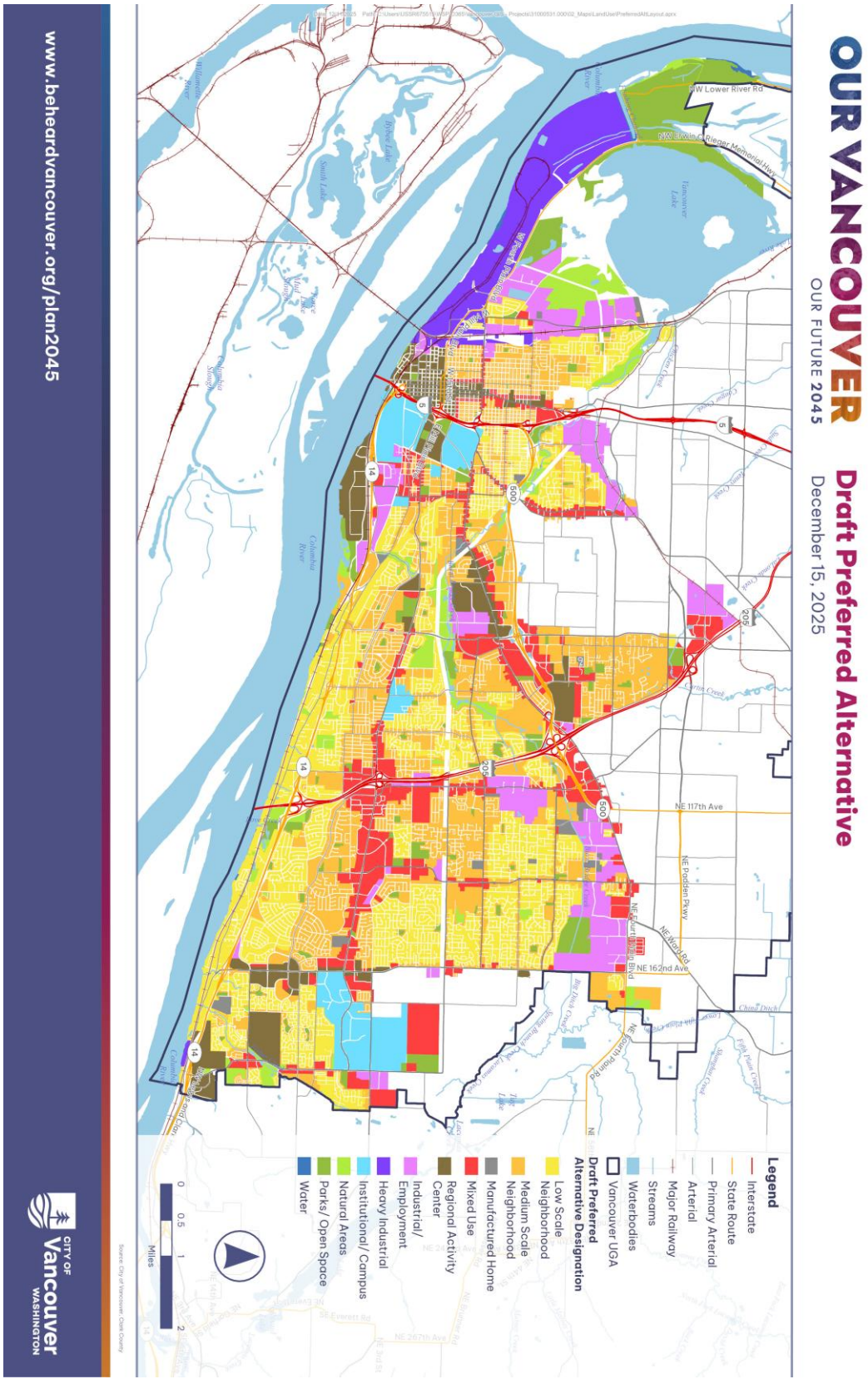
Attest:

By: _____
Natasha Ramras, City Clerk (or Designee)

Approved as to form:

By: _____
Nena Cook, City Attorney (or Designee)

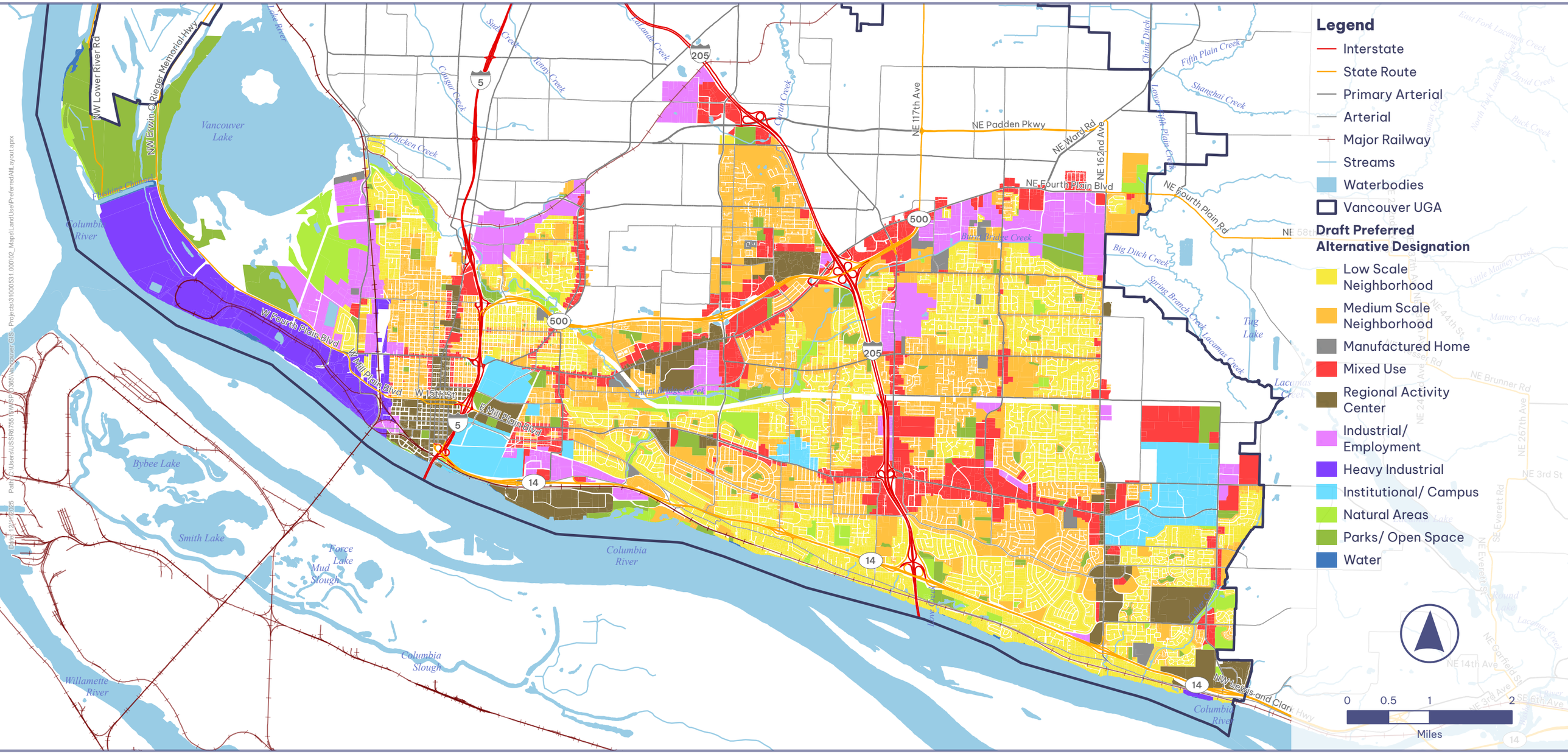
EXHIBIT A: Final Preferred Land Use Alternative Map for the City of Vancouver, Washington


OUR VANCOUVER
OUR FUTURE 2045
Draft Preferred Alternative
December 15, 2025
www.beheardvancouver.org/plan2045
CITY OF Vancouver WASHINGTON
Legend
Interstate
State Route
Primary Arterial
Arterial
Major Railway
Streams
Waterbodies
Vancouver UGA
Draft Preferred Alternative Designation
Low Scale Neighborhood
Medium Scale Neighborhood
Manufactured Home
Mixed Use
Regional Activity Center
Industrial/ Employment
Heavy Industrial
Institutional/ Campus
Natural Areas
Parks/ Open Space
Water
Miles
0
0.5
1
2
NW Lower River Rd
NW Marine Dr
NE 117th Ave
NE 162nd Ave
NE Padden Pkwy
NE 4th Plain Blvd
NE Fourth Plain Rd
NE 179th St
NE 267th Ave
NE Everett Rd
Columbia River
Vancouver Lake
Lake River
Burnt Bridge Creek
Salmon Creek
Curtin Creek
Lower Horse Creek
Lower Salmon Creek
Lower Burnt Bridge Creek
Lower Fourth Plain Creek
Lower Cougar Creek
Lower Whipple Creek
Lower Whipple Creek
Lower Whipple

OUR VANCOUVER
OUR FUTURE 2045

Draft Preferred Alternative

December 15, 2025



Source: City of Vancouver, Clark County

Proposed New Zoning Districts

Manufactured Home

Applied to existing manufactured home parks to retain long-term affordability and prevent displacement of existing residents; no other uses allowed unless ongoing use as manufactured home parks demonstrably unfeasible.

Low-Scale Neighborhood

Allows up to 6 housing units per parcel and building heights of up to 3 stories (maximum of 45 feet tall) and a limited range of neighborhood commercial uses.

Medium-Scale Neighborhood

Allows a broad range of housing types and building heights of 2 to 5 stories (maximum of 75 feet tall) and more neighborhood commercial uses.

Mixed-Use Neighborhood

Allows a broad range of housing, commercial, and civic/institutional use types, with building heights of 3 to 8 stories (maximum of 110 feet tall).

Regional Activity Center

Allows for a range of commercial, employment, civic and entertainment uses and amenities; facilitates dense housing and mixed-use buildings and has no maximum building heights. Intended to provide activated public spaces that draw people from around the community.

Institutional / Campus

Includes lands that support academic, civic and medical buildings; a broad range of commercial uses; dense housing types, large campus employment and phased master-planned developments.

Industrial / Employment

Includes lands with large-scale, single-tenant industrial, warehouse and flex space buildings, and smaller, multi-tenant industrial buildings. No maximum building heights and no new residential uses allowed.

Heavy Industrial

Includes lands that are currently zoned for heavy industrial uses, such as manufacturing and production. No new housing allowed.

Parks

Lands currently zoned as public community and neighborhood parks.

Natural Areas

Includes lands currently zoned for greenways and natural areas.

To: Mayor and City Council
From: Council Subcommittee 2
Date: December 15, 2025

Subject
Appointment to the City Center Redevelopment Authority Board

Present Situation
The City Center Redevelopment Authority (CCRA) is appointed by City Council to oversee downtown redevelopment consistent with the Vancouver City Center Vision (VCCV) Plan. The board advises the Mayor and City Council on public-private partnerships, public assistance to private developments, and the business aspects of redevelopment projects and agreements in downtown Vancouver.

Council Committee 2 recently interviewed candidates for this board and recommends the reappointment of Michi Slick to full-term positions beginning December 31, 2025, and expiring December 31, 2029, and the mid-term appointment of Heather Friend with a term beginning immediately and expiring December 31, 2028.

Action Requested
On Monday, December 15, 2025, make the following appointments to the City Center Redevelopment Authority Board:

- Reappoint Michi Slick to a full-term position, with a term beginning December 31, 2025, and expiring December 31, 2029.
- Appoint Heather Friend to a mid-term position, with a term beginning immediately and expiring December 31, 2028.

Subcommittee 2

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: December 15, 2025

TO: Mayor and City Councilmembers

FROM: Council Committee 2 (Stober, Harless, Fox)

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: **Recommendation for Appointment to the City Center Redevelopment Authority Board of Directors**

The City Center Redevelopment Authority (CCRA) is appointed by City Council to oversee downtown redevelopment consistent with the Vancouver City Center Vision (VCCV) Plan. The board advises the Mayor and City Council on public-private partnerships, public assistance to private developments, and the business aspects of redevelopment projects and agreements in downtown Vancouver.

Council Committee 2 recently interviewed candidates for this board and recommends the reappointment of Michi Slick to full-term positions beginning December 31, 2025, and expiring December 31, 2029, and the mid-term appointment of Heather Friend with a term beginning immediately and expiring December 31, 2028.

This appointment will be presented for Council action at the **Monday, December 15, 2025,** Council meeting.

Attachments:

- Continued Letter of Interest
- Current Roster

City Center Redevelopment Authority

Position	Term	Name & Address	Phone
1	01-01-2025	Kenneth Anderton 6036 N Curtis Ave, Porltand, OR 97217 ken.anderton@gmail.com	3605137657
2	01-01-2025	Allison Reynolds 1983 Ridgewood Road , Lake Oswego, OR 97034 allison.reynolds@stoel.com	503-294-9625
3	02-01-2021	Michi Slick 1721 SE 54th Ave, Portland, OR 97212 michi@killianpacific.com	203-507-8949
4	12-31-2021	Alisa Pyszka 2406 NE 9th Ave, Portland, OR 97212 pyszka@pdx.edu	503-504-8678
5	07-02-2018	Richard Krippaehne 2125 River Heights Circle, West Linn, OR 97068 rtkrippaehne@msn.com	503-680-5446 503-603-5421
6	06-01-2010	Marc Fazio 16306 NE 25th Ave, Ridgefield, WA 98642 mfazio@billnaito.com	503-702-2938 503-517-4338
7	01-01-2015	David Copenhaver 20114 NW Acorn Dr, Ridgefield, WA 98642 david@cascadiadevelopmentpartners.com	360-907-0062

City Center Redevelopment Authority

Term Length: 48 Months **Max Terms:** No Limit

Number of Members: 7 **Meeting Schedule:** Third Thursday of the Month

Meeting Time: 12:30 PM

Meeting Location: Council Chambers at City Hall

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Board

Description:

The purpose of the City Center Redevelopment Authority (CCRA) is to provide an independent legal entity under State law and City Ordinance (VMC 2.71) to undertake, assist with and otherwise facilitate the redevelopment of property within the Vancouver City Center Vision plan area (VCCV).

Redevelopment of the VCCV plan area by the CCRA serves essential public purposes by relieving blight, undertaking development of an underutilized area in the heart of the City in a manner consistent with City planning, facilitating private investment and economic development which will build the City's tax base and create jobs, and providing for the development of public amenities, public parking facilities, recreational and entertainment facilities, connections to the riverfront and coordination of waterfront redevelopment efforts.

Council Liaison:

Staff Liaison:
Kimberly Kerlee
(360) 487-7846
kimberly.kerlee@cityofvancouver.us

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Kenneth Anderton	01/06/2025	1	12/31/2028
2	Allison Reynolds	01/06/2025	1	12/31/2028
3	Michi Slick	02/01/2021	1	12/31/2025
4	Alisa Pyszka	12/06/2021	1	12/31/2026
5	Richard Krippaehne	07/02/2018	1	12/31/2026
6	Marc Fazio	05/24/2010	4	12/31/2027
7	David Copenhaver	12/15/2014	3	12/31/2027

Boards and Commissions Application- Fall 2025

Getting Started

- Carefully review the requirements for the posted position before completing your application.
- Review board information including membership eligibility and expectations to confirm qualifications.
- Commission meetings may require in-person day or evening attendance. When you accept a Board/Commission seat, you'll confirm your ability to attend these meetings.
- Upon appointment, proof of identity and residency may be required ("Do I live in Vancouver City limits?" map)
- Applications are considered active for one year. You will be notified by email of future openings for those Boards and Commissions you previously applied for or expressed interest in.
- Under the state's Public Records Act (RCW 42.56), applications submitted for these appointments are public records and may be subject to public disclosure.
- City employees are not eligible to serve on boards and commissions.

Purpose
Use this form to apply to be a member of a board, commission or committee

Eligibility
Must be 18 years old or older

Are you 18 years old or older?	Yes
Do you live in Vancouver City Limits?	No

Please provide your first and last Name:

First Name	Heather
Last Name	Friend
Which board(s) or committee(s) are you applying for? (Select all that apply)	• City Center Redevelopment Authority • Downtown Redevelopment Authority • Civil Service Commission • Clark County Historic Preservation Commission
Have you served on this board in the past?	No
Are you currently serving on a board or commission for the City of Vancouver?	No
Email Address	heatherf@columbiacu.org
Phone Number	360-907-5599
Address	2413 NE 170th avenue
City	Vancouver

State	Washington
ZIP Code	98684
What is your length of residency in Vancouver?	More than 20 years
Occupation and Employer (if applicable)	Chief Operating Officer, Columbia Credit Union
Do you, or does your firm or place of employment do business with the City?	No
Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?	No
Which board, commission or committee are you most interested in? (1st choice)	City Center Redevelopment Authority
Which board, commission or committee are you most interested in? (2nd choice)	Planning
Are you interested in applying for more than one board, commission or committee?	No
Have you served on this board/commission or any others in the past?	No
What do you think are the most important issues our community is facing today?	Great question! Affordable housing & homelessness, community safety, economic opportunities, urban development and community engagement are the community issues that come to mind.
The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?	As a long-term resident of Vancouver, I bring a deep understanding of our community's history, challenges, and evolving needs. My professional background in finance equips me with analytical skills, fiscal responsibility, and a strategic mindset—qualities that are essential for sound decision-making and resource stewardship on any city board or commission. I also bring a diverse perspective shaped by years of working across sectors and engaging with individuals from varied socioeconomic and cultural backgrounds. This helps me approach issues with empathy, inclusivity, and a commitment to equity. I value transparency, collaboration, and forward-thinking leadership, and I strive to foster environments where all voices are heard and respected. As a competent leader, I'm driven by a sense of civic duty and a desire to contribute meaningfully to Vancouver's continued growth and vitality. I believe in building bridges between policy and people, and I'm ready to serve with integrity, insight, and a shared vision for a thriving community.
We know there are many ways that people show how much they care for our community. Please describe your current and past	As a long-term resident of Clark County, I've always felt a deep connection to our community, though much of my professional career was spent working in Oregon, and understanding the community needs across the bridge. Whether through volunteering with the Oregon Food Bank, the Salvation Army, Project 48, Susan G

community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.	Komen, United Way or Supporting the Prevent Child Abuse Oregon (PCAO) Board as Vice Chair, I've consistently sought ways to contribute meaningfully.
Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?	Accepting my current role at Columbia Credit Union was a strategic and intentional decision to bring that focus closer to home, where I live and where my children go to school. This transition has allowed me to engage more directly with the issues impacting our community—from financial wellness and housing stability to inclusive economic development. I am seeking local board and volunteer opportunities as a way of deepening my connection to our community.
Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.	I am extremely comfortable working with diverse individuals and communities. As the former Chief Operations Officer for Embold Credit Union, I led an organization focused on supporting minority, Hispanic, and underserved communities. Additionally, as part of my responsibilities with PCAO, we focused on at risk communities and families.
The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?	As a long-term resident of Clark County and a financial professional, I bring a unique blend of local insight and strategic thinking to the conversation around climate change. My experience managing resources and evaluating long-term impacts has taught me the importance of balancing environmental responsibility with economic sustainability. I understand how climate initiatives can be both fiscally sound and socially impactful when guided by data, community input, and a clear vision.
Is there anything else you would like us to know?	I am a passionate leader just looking to have a positive impact on our community. Let me know how I can help!
How did you hear about this position?	• City newsletter • Post on the City's website

City Center Redevelopment Authority Questions

Please explain your experience leading or supporting public/private real estate or economic development initiatives, including affordable housing and community development projects?	Throughout my career, I've had the opportunity to support and engage with a range of public and private initiatives focused on economic development, housing stability, and community growth. While a significant portion of my professional experience was based in Oregon, my work consistently prioritized impact—particularly in areas that intersect with housing access, financial empowerment, and inclusive development. In my current role at Columbia Credit Union, I've strategically shifted my focus to Vancouver and Clark County, where I can actively be involved in initiatives that support local economic vitality. This includes collaborating with community partners to identify financing solutions for small businesses, exploring opportunities to support affordable housing developments, and advocating for financial products that serve underserved populations.
From your perspective, how can private real estate and economic development contribute to providing public benefits to our community?	Private real estate and economic development can play a powerful role in benefitting our community through collaboration, common vision, and keeping our values community centered. There are opportunities for expanding access to housing, driving location investment, and revitalizing neighborhoods throughout Clark County.

Downtown Redevelopment Authority Board Questions

Please outline your experience in reviewing business financial information and provide examples of how you utilized the financial information in decision-making. Please provide a specific example.	I have over 25 years of service experience within the financial industry, and more importantly, I am an advocate for making data driven decisions. In my professional role I am frequently analyzing the value, risk, and benefit of the financial decisions we are making.
Please identify your experience in managing commercial properties or managing large capital projects. Please provide several specific examples.	Great question! As the Chief Operating Officer of Columbia Credit Union I am responsible for overseeing the management of all physical locations, and properties. Additionally, I was responsible for the oversight of my corporate office at U.S. Bank, and the branch facilities at Embold Credit Union.

Providing this information is voluntary and will not be used in candidate selection for any board.

What is your age range?	31-55
What are your preferred pronouns? (Check all that apply)	• She/Her/Hers
What is your gender identity or expression? (Check all that apply)	• Female
What is your race/ethnicity? (Check all that apply)	• White
Which languages do you speak other than English? Check all that apply.	• None
In what zip code to you live or work?	98684
What is the highest degree or level of education you have completed?	Master's degree
Do you rent or own your home?	Own
Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?	No
Do you live with a disability or identify as a disabled person?	No

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

Signature	

Thank you for providing this information. After clicking ‘Submit’ you will receive a Submission ID number that can be retained for your records.

Staff will be in touch once the recruitment closes on next steps. Please be aware that this could take up to 30 days.

Feel free to reach out to bc_coordinator@cityofvancouver.us with any questions in the meantime.

Have a great day!

August 25, 2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – City Center Redevelopment Authority (CCRA)

Dear Council Committee,

Serving on the City Center Redevelopment Authority (CCRA) for the past four years has been an honor, and I am grateful for the opportunity to contribute to the City's vision for a vibrant and thriving Downtown Vancouver. Please accept this letter of continued interest as my formal application for reappointment.

I appreciate the City's willingness to leverage the expertise of community members who are actively engaged in real estate, development, planning, and other related industries. Bringing these perspectives into critical discussions of planning, policy, and code helps to ensure that Vancouver's future growth is shaped by both professional insight and community values.

I am also deeply appreciative of City staff's professionalism, dedication, openness to collaboration, and dedication to improvement have made the CCRA's work effective and rewarding. I have learned a great deal from working alongside them, and I value the constructive, forward-looking environment they create in every discussion.

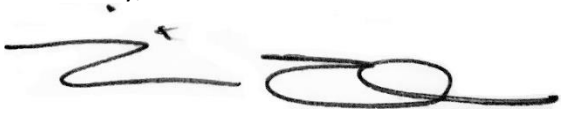
I believe that my participation on the CCRA has benefited its work in the following ways:

- Providing the perspective of a developer and owner/manager of office, apartment, industrial, and retail projects and properties in Vancouver as well as Portland, Salem, and Bend
- Bringing experience with, and lessons learned from, other jurisdictions who are tackling similar challenges and goals as the City of Vancouver
- Connections with other real estate professionals and community members who inform our work

It has been inspiring to see how Vancouver continues to balance growth with livability, investing in a downtown that serves residents, businesses, and visitors alike. I remain committed to supporting this progress and contributing my expertise to help advance the City's goals through supporting housing production, job creation, a value capture plan for Downtown, the implementation of the Downtown Design Guidelines, Parking Plan, and Green Building Policy, and (last but certainly not least) completion of Waterfront Gateway. My time on the CCRA has strengthened both my respect for the City's leadership and my commitment to fostering a strong, inclusive, and prosperous Downtown.

I respectfully ask for your consideration of my reinstatement so that I may continue contributing to the work of the CCRA. Thank you for your time and consideration of my reappointment, and for the trust you place in community members to help shape Vancouver's future.

Sincerely,



Michi Slick
Principal
Killian Pacific

To: Mayor and City Council
From: Council Subcommittee 2
Date: December 15, 2025

Subject
Appointment to the Clark County Mosquito Control Board

Present Situation
The Clark County Mosquito Control District Board of Trustees is made up of members representing each city in Clark County and members appointed by the Clark County Councilors. The City of Vancouver appoints one representative to the Board. The Board oversees the administration and operation of the Mosquito Control District.

Council Subcommittee 2 recently reviewed candidates for this commission and recommends the full-term reappointment of Kayla D'Ambrosi with a term effective December 31, 2025, and expiring December 31, 2027.

Action Requested
On Monday, December 15, 2025, reappoint Kayla D'Ambrosi to the City seat on the Clark County Mosquito District Board, with a full-term beginning December 31, 2025, and expiring December 31, 2027.

Subcommittee 2

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: December 15, 2025

TO: Mayor and City Councilmembers

FROM: Council Committee 2 (Stober, Fox, Harless)

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: **Recommendation for appointment to the Clark County Mosquito Control Board of Trustees**

The Clark County Mosquito Control District Board of Trustees is made up of members representing each city in Clark County and members appointed by the Clark County Councilors. The City of Vancouver appoints one representative to the Board. The Board oversees the administration and operation of the Mosquito Control District.

Council Subcommittee 2 recently reviewed candidates for this commission and recommends the full-term reappointment of Kayla D'Ambrosi with a term effective December 31, 2025, and expiring December 31, 2027.

This appointment will be presented for Council action at the **Monday, December 15, 2025,** Council meeting.

Attachments:

- Application
- Current Roster

Clark County Mosquito Control District Board of Trustees

Position	Term	Name & Address	Phone
1	08-15-2022	Kayla D'Ambrosi 3404 Xavier Ave, Vancouver, WA 98660 kayladambrosi@gmail.com	510-703-6366

Clark County Mosquito Control District Board of Trustees

Term Length: 24 Months **Max Terms:** No Limit

Number of Members: 1 **Meeting Schedule:** Second Tuesday of the Month February, May, August and November

Meeting Time: 7:00 PM

Meeting Location: Clark County Mosquito Control

Meeting Address: 8115 NE St. Johns Road Building P Vancouver, WA 98665

Type: Board

Description: A Board of Trustees oversees the work of the Mosquito Control District and establishes its policy. The board is comprised of one member from each city or town in Clark County and three at large members appointed by the Clark County Council. The board adopts the work plan, prepares and approves district expenditures, and contracts for services. The City of Vancouver appoints one member to the Mosquito Control District. Clark County Public Health provides administrative services for the district. Visit the Clark County Mosquito Control District Board website for additional information, including meeting times, locations and agendas.

Council Liaison:

Staff Liaison:

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Kayla D'Ambrosi	08/15/2022	1	12/31/2025

Date: September 11, 2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – Clark County Mosquito Control District Board

Dear Council Committee,

It has been my honor to serve on the Clark County Mosquito Control District Board for the past four years. Please accept this letter of continued interest as my formal application for reappointment.

During my tenure, I have taken on increasing leadership responsibilities, including serving as Treasurer. Over the past two years, I have also contributed as a member of the subcommittee reviewing the employee handbook, and I am currently chairing the Budget Committee. In this role, I am helping to guide the development of the 2026 budget, overseeing long-term capital project planning, and supporting the renewal of the Director's contract. I am enthusiastic about this important work and would be grateful for the opportunity to see these initiatives through to completion.

Beyond board leadership, I am proud to support the field operations of the Mosquito Control District. Our efforts are positioning the Clark County Mosquito Control District to be a model for excellence across the state. Through this service, I have developed a deep understanding of the Board's critical role in safeguarding public health, and I remain committed to advancing this mission on behalf of the City of Vancouver and our community.

It has truly been a privilege to serve, and I hope you will grant my request for reappointment. Thank you for your time and thoughtful consideration.

Sincerely,

Kayla D'Ambrosi

To: Mayor and City Council
From: Council Subcommittee 2
Date: December 15, 2025

Subject
Appointment to the Culture, Arts, and Heritage Commission

Present Situation
The City's Culture, Art and Heritage Commission is a nine-member volunteer group responsible for facilitating the development and promotion of a thriving cultural, art and heritage environment that reflects the people we serve. This is accomplished through the creation of community-informed programs, ownership of buildings and public art, and a commitment to community partnerships.

Council Subcommittee 2 recently interviewed candidates for this commission and recommends the full-term reappointment of Michelle Tan and Shon-Lueiss Harris with terms effective December 31, 2025, and expiring December 31, 2029, and the appointment of Ruby Lewis to a full-term appointment with a term beginning December 31, 2025, and expiring December 31, 2029.

Action Requested
On Monday, December 15, 2025, reappoint Shon Lueiss Harris and Michelle Tan, and appoint Ruby Lewis to full-term positions on the Culture, Arts and Heritage Commission. With terms beginning December 31, 2025, and expiring December 31, 2029.

Subcommittee 2

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: December 15, 2025

TO: Mayor and City Council

FROM: Council Committee 2 (Stober, Fox, Harless)

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: **Recommendation for Appointment to the Culture, Arts and Heritage Commission**

The City's Culture, Art and Heritage Commission is a nine-member volunteer group responsible for facilitating the development and promotion of a thriving cultural, art and heritage environment that reflects the people we serve. This is accomplished through the creation of community-informed programs, ownership of buildings and public art, and a commitment to community partnerships.

Council Subcommittee 2 recently interviewed candidates for this commission and recommends the full-term reappointment of Michelle Tan and Shon-Lueiss Harris with terms effective December 31, 2025, and expiring December 31, 2029, and the appointment of Ruby Lewis to a full-term appointment with a term beginning December 31, 2025, and expiring December 31, 2029.

This appointment will be presented for Council action at the **Monday, December 15, 2025,** Council meeting.

Attachments:

- Applications
- Current Roster

Culture, Arts and Heritage Commission

Position	Term	Name & Address	Phone
1	01-01-2025	Brad Richardson 8505 NE Winters Road, Camas, WA 98607 director@cchmuseum.org	360-567-8552
2	01-01-2025	Rebekah Percival 12907 NE 37th Ct. , Vancouver, WA 98686 rmtabah@gmail.com	480-200-8885
3	04-07-2025	Shon-Lueiss Harris 5312 NE 83rd Pl, Vancouver, WA 98662 shonLharris@gmail.com	3603148166
4	04-07-2025	Michelle Tan 6200 NE 75th Street, Vancouver, WA 98661 tmichelle003@gmail.com	3607269445
5	08-26-2019	Linda Reid 12712 NE 33rd St, Vancouver, WA 98682 Ljreid@aol.com	360-910-9947 360-735-3719
6	03-11-2024	Ricky Gaspar 601 Main St Suite 100, Vancouver, WA 98660 RickyG.Creations@gmail.com	360-791-7066
7	08-26-2019	Lee Rafferty 801 Latourell Way, Vancouver, WA 98661 leonerafferty@gmail.com	360-606-4236 360-944-7140
8	08-19-2024	Rosalinda Mendoza 3601 NE 56th St, Vancouver, WA 98661 Rosalinda.mendoza1997@gmail.com	3605217950
9	07-18-2023	Russell Ford 610 E 19th St, Vancouver, WA 98663 brussellford@gmail.com	360-695-2573

Culture, Arts and Heritage Commission

Term Length: 48 Months **Max Terms:** 2 Term(s)

Number of Members: 9 **Meeting Schedule:** Second Thursday of the month

Meeting Time: 12:00 PM

Meeting Location: City Hall - Birch Conference Room

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Commission

Description: The purpose of the Culture, Arts and Heritage Commission is to assist with and facilitate the development and promotion of a thriving cultural, arts and heritage environment in the Vancouver through programs, ownership of physical assets including buildings and public art and through community partnerships.

Council Liaison:

Staff Liaison:
Kirsten Hull
(360) 487-8307
kirsten.hull@cityofvancouver.us

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Brad Richardson	01/06/2025	1	12/31/2027
2	Rebekah Percival	01/06/2025	1	12/31/2027
3	Shon-Lueiss Harris	04/07/2025	1	12/31/2025
4	Michelle Tan	04/07/2025	1	12/31/2025
5	Linda Reid	08/26/2019	2	12/31/2025
6	Ricky Gaspar	03/11/2024	1	12/31/2026
7	Lee Rafferty	08/26/2019	2	12/31/2026
8	Rosalinda Mendoza	08/19/2024	1	12/31/2026
9	Russell Ford	07/18/2023	1	12/31/2026

Boards and Commissions Application- Fall 2025

Getting Started

- Carefully review the requirements for the posted position before completing your application.
- Review board information including membership eligibility and expectations to confirm qualifications.
- Commission meetings may require in-person day or evening attendance. When you accept a Board/Commission seat, you'll confirm your ability to attend these meetings.
- Upon appointment, proof of identity and residency may be required ("Do I live in Vancouver City limits?" map)
- Applications are considered active for one year. You will be notified by email of future openings for those Boards and Commissions you previously applied for or expressed interest in.
- Under the state's Public Records Act (RCW 42.56), applications submitted for these appointments are public records and may be subject to public disclosure.
- City employees are not eligible to serve on boards and commissions.

Purpose
Use this form to apply to be a member of a board, commission or committee

Eligibility
Must be 18 years old or older

Are you 18 years old or older?	Yes
Do you live in Vancouver City Limits?	Yes

Please provide your first and last Name:

First Name	Ruby
Last Name	Lewis
Which board(s) or committee(s) are you applying for? (Select all that apply)	• Culture, Arts and Heritage Commission • Fort Vancouver Regional Library Board of Trustees
Have you served on this board in the past?	No
Are you currently serving on a board or commission for the City of Vancouver?	No
Email Address	ceochair@pddbm.org
Phone Number	360-241-4479
Address	3412 NE 66th Avenue Apt A13
City	Vancouver
State	Washington

ZIP Code	98661
What is your length of residency in Vancouver?	10 to 20 years
Occupation and Employer (if applicable)	Afterschool Program Teacher - Please Don't Die Black Men (PDDBM); Paraeducator - Vancouver Public Schools
Do you, or does your firm or place of employment do business with the City?	No
Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?	Yes
Please Describe	PDDBM has applied for grants that the city of Vancouver has put out.
Which board, commission or committee are you most interested in? (1st choice)	Culture, Arts and Heritage
Which board, commission or committee are you most interested in? (2nd choice)	Fort Vancouver Regional Library Board of Trustees
Are you interested in applying for more than one board, commission or committee?	No
Have you served on this board/commission or any others in the past?	Yes
Please list and describe your involvement with any community board or committee	I currently serve as the Chairwoman and President of Please Don't Die Black Men (PDDBM), a nonprofit organization I founded in Vancouver, WA. In this role, I lead the Board of Directors and oversee all afterschool programming, community events, and organizational strategy. PDDBM focuses on equity and empowerment for African American and Black youth through free afterschool programs in fashion design, journalism, and filmmaking, along with cultural events such as the annual Kwanzaa Celebration and Black History Month Fashion Show. In addition to PDDBM, I have previously served on the Executive Board of the Vancouver NAACP for 8 years, where I contributed to advancing racial justice initiatives, civic engagement, and community education projects. My board service has always centered on creating opportunities for youth, advocating for equity in education, and building sustainable community programs. Through these roles, I bring experience in governance, program development, fundraising, and community partnerships. I am deeply committed to ensuring that boards I serve on reflect values of inclusion, accountability, and empowerment.
What do you think are the most important issues our community is facing today?	Our community is facing several interconnected challenges that require urgent attention. One of the most pressing is educational inequity—too many Black and low-income students are navigating schools where systemic racism, implicit bias, and underfunding limit their potential. This leads to disengagement, trauma, and lost opportunities for our youth. We also face economic instability, with many families struggling to access

	sustainable employment, affordable housing, and financial resources. For youth in particular, the lack of pathways to entrepreneurship or creative careers can reinforce cycles of poverty. Another critical issue is mental health and trauma, especially for children and families of color. The combination of racism, historical trauma, and current socio-economic pressures leaves many without adequate access to culturally responsive care and safe spaces for healing. Finally, representation and belonging remain urgent. Too often, Black voices and stories are excluded or minimized in local institutions. Building platforms where young people can see themselves reflected—in media, fashion, arts, and leadership—is key to reversing harmful narratives. At PDDBM, we see these issues every day. Our mission is to address them by creating programs, opportunities, and spaces that empower, uplift, and equip youth to thrive despite these systemic barriers.
The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?	I bring the perspective of a Black woman, mother, educator, and nonprofit leader who has spent years advocating for equity, youth empowerment, and cultural representation in Vancouver. As the Chairwoman and President of Please Don't Die Black Men (PDDBM), I lead afterschool programs in journalism, film, and fashion design that provide free access to creative and entrepreneurial opportunities for underrepresented middle and high school students. My work ensures that youth of color not only learn valuable skills but also see their identities celebrated and reflected in their community. I also bring the experience of having served eight years on the Vancouver NAACP Executive Board, where I worked on initiatives addressing systemic racism, civic engagement, and educational equity. These roles taught me how to navigate policy, governance, and community partnerships while ensuring voices that are often excluded are heard and valued. At the heart of my perspective is the belief that diversity is not just representation but equity in action. I bring creativity, resilience, and a commitment to amplifying marginalized voices, while also contributing practical skills in program design, fundraising, and strategic leadership. My values are rooted in inclusivity, justice, and building spaces where every community member can thrive.
We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.	My community involvement has focused on creating opportunities for equity, empowerment, and cultural representation. As the Chairwoman and President of Please Don't Die Black Men (PDDBM), I lead free afterschool programs in journalism, film, and fashion design for middle and high school students. These programs not only build skills but also give youth entrepreneurial opportunities and a sense of belonging. Each year, students showcase their work through three major events: the Black History Month Fashion Show, the Kwanzaa Celebration, and the student-led fashion show in May, all of which highlight youth creativity and cultural pride. I also created, trademarked, and copyrighted the Microaggression Board Game, which teaches participants about implicit bias and systemic racism in a hands-on, interactive way. This tool has been used to educate and spark dialogue across different community groups. In addition, I served for eight years on the Executive Board of the Vancouver NAACP, working on racial justice, community education, and civic engagement initiatives. Informally, I support neighbors and families through mentorship, advocacy, and volunteerism, offering my skills and time to uplift those in need. Across all of these roles, my goal has been to build equity, representation, and hope for underrepresented voices in our community.
Please describe your interest in serving as a board member or	I am deeply committed to strengthening the cultural, artistic, and historical fabric of Vancouver. As an internationally published author, fashion designer, filmmaker,

commissioner. Why do you want to be involved with the City of Vancouver, and why this role?	educator, and nonprofit leader, I have dedicated my career to creating spaces where arts, culture, and heritage empower individuals—especially youth and communities of color. Through my leadership as Chairwoman and President of Please Don't Die Black Men (PDDBM), I have developed programs that merge creativity with equity, including youth-led journalism, film, and fashion design. These programs culminate in major community events such as the Kwanzaa Celebration, the Black History Month Fashion Show, and the student-led fashion show in May, each of which celebrates culture while giving voice and visibility to underrepresented stories. I also created the Microaggression Board Game, a hands-on educational tool that engages participants in understanding implicit bias and systemic racism. This reflects my belief that art and culture are not only forms of expression but also tools for dialogue, healing, and transformation. Serving on the Culture, Arts, and Heritage Commission would allow me to bring these experiences to the city level—helping to expand cultural access, amplify diverse voices, and ensure that Vancouver's arts and heritage initiatives reflect the full spectrum of our community. I want to serve in this role because I believe culture and creativity are vital drivers of belonging, equity, and civic pride, and I am passionate about helping Vancouver continue to grow as a place where every community sees itself represented.
Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.	Racial equity has been at the center of my work for many years. I served for eight years on the Executive Board of the Vancouver NAACP, where I worked directly on initiatives addressing systemic racism, civic engagement, and educational equity. This role allowed me to collaborate with community leaders, advocate for marginalized voices, and help drive change at both grassroots and policy levels. In addition, I created and taught my own implicit bias training course as a college instructor at Clark College. To make this learning hands-on and impactful, I also created, trademarked, and copyrighted the Microaggression Board Game, which is used in conjunction with the training to teach participants about bias and systemic inequities in an interactive way. This training continues to be offered through my nonprofit, Please Don't Die Black Men (PDDBM), where individuals and organizations can sign up for workshops directly on our website. Through PDDBM, I also lead free afterschool programs in journalism, film, and fashion design, which primarily serve African American and underrepresented youth while welcoming all students. These programs are paired with cultural events like the Kwanzaa Celebration, the Black History Month Fashion Show, and the student-led fashion show in May, each designed to celebrate Black culture while creating space for cross-community engagement. I am very comfortable engaging with diverse communities and facilitating conversations on equity. My lived experience as a Black woman, combined with my professional and board leadership, allows me to approach this work with both compassion and rigor. I believe in creating spaces where difficult truths can be acknowledged and where all people can feel seen, respected, and valued.
The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?	I approach climate change from an equity and community engagement lens, recognizing that environmental issues are deeply connected to racial and economic justice. As the Chairwoman and President of Please Don't Die Black Men (PDDBM), I lead programs that teach youth to think critically about their role in shaping a better future. Our journalism, film, and fashion design students are encouraged to explore sustainability in their work—for example, through conversations about fast fashion, environmental justice, and the ways communities of color are disproportionately impacted by climate change. My experience as an educator and cultural organizer has given me skills in bringing diverse voices to the table and translating complex issues into accessible, actionable steps for the public. I believe climate solutions must include not only technological or policy shifts, but also cultural ones—art, storytelling, and education that inspire people to see themselves as part of the solution.

	Additionally, my board leadership with the Vancouver NAACP gave me experience in advocacy and policy alignment, where environmental issues often intersect with health, housing, and transportation. I am committed to ensuring that Vancouver's climate goals are met in ways that are inclusive, equitable, and community-driven, and I bring the skills to help bridge those conversations between policy makers and the people most impacted.
Is there anything else you would like us to know?	Yes. My name is Ruby N. Lewis, and I welcome you to Google me. My work is public and widely available across the internet. In addition to leading nonprofit programs and community initiatives, I am also a published author. My books—including Surviving White People: A Journey of Resilience and Hope and Caged and Locked: My Personal Experience with Circumstantial Depression—speak to resilience, equity, and lived experience as a Black woman navigating systemic barriers. I believe this combination of public authorship, nonprofit leadership, and community engagement shows that I bring both credibility and creativity to my work. My life and career have been devoted to amplifying underrepresented voices and creating spaces for healing, empowerment, and cultural pride. I would bring that same commitment and energy to serving on this commission.
How did you hear about this position?	• Social media

Culture, Arts and Heritage Commission Questions

Please describe your experience and/or background in cultural, heritage, arts, or related business community	I bring more than two decades of experience at the intersection of culture, heritage, arts, and business. As the Chairwoman and President of Please Don't Die Black Men (PDDBM), I have built free afterschool programs in fashion design, filmmaking, journalism, and modeling for middle and high school students. These programs culminate in major cultural events—the Kwanzaa Celebration, the Black History Month Fashion Show, and the student-led fashion show in May—all of which highlight African American culture while fostering community pride and youth empowerment. As a fashion designer, filmmaker, and author, my work blends cultural relevance with creative expression. I design clothing, shoes, and accessories that draw on themes of identity and empowerment. I am also a published author of books addressing resilience, systemic racism, and cultural identity, which contribute to the broader conversation around equity and heritage. Additionally, I created, trademarked, and copyrighted the Microaggression Board Game, a unique educational tool that teaches participants about implicit bias and systemic racism through hands-on learning. My professional path includes serving as a College Instructor at Clark College, where I developed and taught implicit bias and microaggression training, and leading Unlimited Creative Corporations (UCCP), where I oversee multimedia, publishing, and community-focused projects. I also served eight years on the Executive Board of the Vancouver NAACP, holding positions as Vice President, Secretary, and Multimedia Specialist, and earlier supported the Lane Community College Black Student Union with cultural programming. Together, these experiences reflect a lifelong commitment to building equity, amplifying underrepresented voices, and using arts and culture as powerful tools for education, heritage preservation, and community connection.

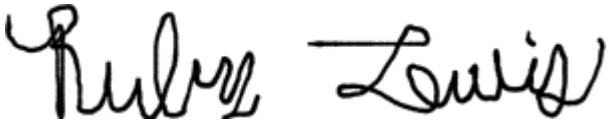
Providing this information is voluntary and will not be used in candidate selection for any board.

What is your age range?	31-55
What are your preferred pronouns? (Check all that apply)	• She/Her/Hers

What is your gender identity or expression? (Check all that apply)	• Female
What is your race/ethnicity? (Check all that apply)	• Black/African American
Which languages do you speak other than English? Check all that apply.	• None
In what zip code to you live or work?	98661
What is the highest degree or level of education you have completed?	Associate's degree
Do you rent or own your home?	Rent
Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?	No
Do you live with a disability or identify as a disabled person?	Yes
If yes, please describe how we can best support your participation.	I experience mild ADHD and some anxiety. To stay organized and on task, I find it very helpful to receive meeting agendas in advance so I can prepare thoroughly. Calendar invites also keep me grounded—either I can create them myself, or they can be sent to me. I also welcome the use of fidgets during longer meetings, as they help me stay focused and engaged. With these small supports, I am fully able to participate and contribute effectively.

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

Signature	

Thank you for providing this information. After clicking ‘Submit’ you will receive a Submission ID number that can be retained for your records.

Staff will be in touch once the recruitment closes on next steps. Please be aware that this could take up to 30 days.

Feel free to reach out to bc_coordinator@cityofvancouver.us with any questions in the meantime.

Have a great day!

August 22, 2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – Culture, Arts and Heritage Commission

Dear Council Committee,

It has been my honor to serve on the Culture, Arts and Heritage (CAH) Commission since April 2025. Please accept this letter as my formal expression of continued interest in serving on the Commission. Although my current term is set to conclude in December 2025, I remain eager to contribute my time, energy, and commitment to advancing the arts and cultural landscape of Vancouver.

Since my appointment, I have sought to actively engage with the Commission's work, even while on family medical leave from May through July. During this period, I remain connected and committed to the Commission's initiatives. Specifically, I have:

- Represented the CAH Commission in the Performing Arts Stakeholder sessions, keeping the Commission informed of developments regarding the proposed performing arts center in downtown Vancouver and advocating for meaningful community engagement in its planning.

- Supported and promoted the Cultural Access Program to raise awareness and increase community participation.

- Attended and promoted arts and cultural events.

- Worked to explore opportunities to engage younger community members in the arts, with the goal of building a sustainable and inclusive arts ecosystem.

Moving forward, I am committed to deepening my focus on the arts and contributing to the growth, awareness, and accessibility of cultural programs in Vancouver. It would be an honor to continue serving on the CAH Commission and to further support its mission of strengthening our city's arts and cultural fabric.

Thank you for considering my intent to remain on the Commission. Please let me know if there are any additional steps I should take as part of this process.

Sincerely,

Michelle Tan

Maruhn, Tawny

From: Donovan, Stacey
Sent: Monday, August 18, 2025 2:33 PM
To: Harris, Shon-Lueiss
Cc: Hull, Kirsten; Maruhn, Tawny
Subject: RE: Confirming Intent to Run Again

Follow Up Flag: Follow up
Flag Status: Flagged

Shon-Lueiss,
Thank you for confirming your continued interest as a member of the Culture, Arts and Heritage Commission.
I will let you know next steps as soon I have them.
I appreciate your commitment and dedication to the Vancouver community.

Stacey Donovan | Cultural Services Manager
Pronouns: She/Her
City of Vancouver
Parks, Recreation and Cultural Services
Cell (text available): 360-524-5285 / Office 360-487-8630 / Relay 711
cityofvancouver.us

CITY OF Vancouver WASHINGTON

From: Harris, Shon-Lueiss <Shon-Lueiss.Harris@cityofvancouver.us>
Sent: Monday, August 18, 2025 12:07 PM
To: Donovan, Stacey <Stacey.Donovan@cityofvancouver.us>
Cc: Hull, Kirsten <Kirsten.Hull@cityofvancouver.us>
Subject: Confirming Intent to Run Again

Hello Stacey,

I understand my current term on the Culture, Arts & Heritage Commission is coming to end this December. This letter is to confirm my intent to renew this position for another term. Vancouver is at an important moment for our future and I believe continued commitment to the spirit of our city is critical to ensuring that future is bright. It starts here. I'd be honored to continue to serve.

Please let me know if there are any additional steps in this process.

Thank you,

Shon-Lueiss Harris | Commissioner

Pronouns: He/Him
City of Vancouver
Culture, Arts & Heritage Commission
Cell (text available): 360-314-8166
cityofvancouver.us

To: Mayor and City Council
From: Council Subcommittee 2
Date: December 15, 2025

Subject
Appointment to the Downtown Redevelopment Authority Board

Present Situation
The Downtown Redevelopment Authority (DRA) is a public corporation chartered by the City that owns the Vancouver Hilton Hotel and Convention Center and is responsible for overseeing its operations, finances, and promotion.

Council Subcommittee 2 recently interviewed candidates and recommends the reappointment of Jan Robertson and Kathleen Kee to full-term positions effective December 31, 2025, and expiring December 31, 2029, and the appointment of Tyler Pace to a full-term position effective December 31, 2025, and expiring December 31, 2029.

Action Requested
On Monday, December 15, 2025, make the following appointments to the Downtown Redevelopment Authority Board:

- Reappoint Kathleen Kee and Jan Robertson to full-term positions, with terms beginning December 31, 2025, and expiring December 31, 2029.
- Appoint Tyler Pace to a full-term position, with a term beginning December 31, 2025, and expiring December 31, 2029.

Subcommittee 2

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: December 15, 2025

TO: Mayor and City Council

FROM: Council Committee 2 (Stober, Harless, Fox)

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: **Recommendation for appointment on the Downtown Redevelopment Authority**

The Downtown Redevelopment Authority (DRA) is a public corporation chartered by the City that owns the Vancouver Hilton Hotel and Convention Center and is responsible for overseeing its operations, finances, and promotion.

Council Subcommittee 2 recently interviewed candidates and recommends the reappointment of Jan Robertson and Kathleen Kee to full-term positions effective December 31, 2025, and expiring December 31, 2029, and the appointment of Tyler Pace to full-term position effective December 31, 2025, and expiring December 31, 2029.

These appointments will be presented for Council action at the Monday**, December 15, 2025,** Council meeting.

Attachments:

- Letter
- Current Roster

Downtown Redevelopment Authority

Position	Term	Name & Address	Phone
1	03-03-2025	Debra McCracken 24907 NE 117th Court, Battle Ground, WA 98604 dmccracken@fg-cre.com	5037049890
2	01-01-2025	Tom Donovan 8813 NE 15th St , Vancouver, WA 98664 donovantj@yahoo.com	360-600-3686
3	01-09-2017	Brad Hutton 5509 NE 175th Circle, Vancouver, WA 98686 hutton.brad@comcast.net	360-823-8701 360-546-1313
4	08-28-2017	Jan Robertson 1613 SW 25th Cir, Battle Ground, WA 98604 jrobertson@nbscollc.com	503-789-4000 503-273-0315
5	05-03-2021	Kathleen Kee 7115 Corregidor Rd , Vancouver, WA 98664 kathleen.kee@focuspartners.com	503-221-7535 503-803-9379
6	06-01-2010	Marc Fazio 16306 NE 25th Ave, Ridgefield, WA 98642 mfazio@billnaito.com	503-702-2938 503-517-4338
7	12-18-2023	Dyann Bernatz 402 N Main Ave , Ridgefield, WA 986642 dyann.bernatz@pgn.com	503-901-0961

Downtown Redevelopment Authority

Term Length: 48 Months **Max Terms:** No Limit

Number of Members: 7 **Meeting Schedule:** Third Thursday of the Month

Meeting Time: 11:00 AM

Meeting Location: City Hall - Council Chambers

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Board

Description:

The purpose of the Downtown Redevelopment Authority is to provide an independent legal entity under State law and City Ordinance (Chapter 2.73 VMC) to plan, design, finance, acquire, construct, equip, own, maintain, operate, repair, remodel, expand and promote of the Vancouver Convention Center and Hotel Project, consistent with redevelopment plans for the Esther Short Redevelopment Area adopted by the City.

The DRA serves as a citizen advisory body to the City Council, and Board Members work in a voluntary capacity. Members of the Board serve four-year terms which may be extended. Applicants are not required to live within the City limits.

Council Liaison:

Staff Liaison:

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Debra McCracken	03/03/2025	1	12/31/2028
2	Tom Donovan	01/06/2025	1	12/31/2028
3	Brad Hutton	01/09/2017	2	12/31/2025
4	Jan Robertson	08/28/2017	2	12/31/2025
5	Kathleen Kee	05/03/2021	1	12/31/2025
6	Marc Fazio	06/01/2010	5	12/31/2027
7	Dyann Bernatz	12/18/2023	1	12/31/2027

Submitted after due date

Sept 30, 2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – Downtown Redevelopment

Dear Council Committee,

It has been my honor to serve the Downtown Redevelopment (DRA) for the past three years. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the Downtown Redevelopment Authority (DRA) has benefitted its work in the following ways:

- Tighten up accounting and oversight on the Hilton relationship
- Helped in finding solutions to the water penetration issues that the hotel/convention center has had

SAMPLE

Once again, it has been my honor to serve the DRA. I hope that you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,

Kathleen J Kee

Docusign Envelope ID: EF636521-47A8-4F47-91E1-D07E59F1B395

Downtown Redevelopment Authority

Jan Robertson, President ■ Kathleen Kee, Secretary-Treasurer
Dyann Bernatz ■ Marc Fazio ■ Tom Donovan ■ Brad Hutton ■ Debra McCracken
415 W 6th Street ■ PO Box 1995 ■ Vancouver, WA 98668-1995

September 12, 2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – Downtown Redevelopment Authority Board

Dear Council Committee,

It has been my honor to serve the board of the Vancouver Downtown Redevelopment Authority (DRA) since my appointment in August, 2017. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the DRA has benefitted its work in the following ways:

- I served on the Finance Committee from the time I joined the DRA until I was elected Board President in March, 2022, so the continuity of involvement in all things financial was a positive for the board.
- I was part of the group that worked on the upgrade/remodel of the Hilton Hotel lobby which was a time-consuming project over several years with a beautiful result.
- I helped establish our annual board facility inspection that is an important component of operations.

I am proud of what this group has accomplished throughout my term(s) of service and look forward to future opportunities. We have much to accomplish as we contemplate a convention center expansion, upgrade of the rooms, and coordination with a potential performing arts center. I hope to be involved as we work through each of these projects.

Once again, it has been my honor to serve the DRA. I hope that you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,

DocuSigned by:
Jan Robertson
D51F0084E052448...
Jan Robertson

Boards and Commissions Application- Fall 2025

Getting Started

- Carefully review the requirements for the posted position before completing your application.
- Review board information including membership eligibility and expectations to confirm qualifications.
- Commission meetings may require in-person day or evening attendance. When you accept a Board/Commission seat, you'll confirm your ability to attend these meetings.
- Upon appointment, proof of identity and residency may be required ("Do I live in Vancouver City limits?" map)
- Applications are considered active for one year. You will be notified by email of future openings for those Boards and Commissions you previously applied for or expressed interest in.
- Under the state's Public Records Act (RCW 42.56), applications submitted for these appointments are public records and may be subject to public disclosure.
- City employees are not eligible to serve on boards and commissions.

Purpose
Use this form to apply to be a member of a board, commission or committee

Eligibility
Must be 18 years old or older

Are you 18 years old or older?	Yes
Do you live in Vancouver City Limits?	Yes

Please provide your first and last Name:

First Name	Tyler
Last Name	Pace
Which board(s) or committee(s) are you applying for? (Select all that apply)	• City Center Redevelopment Authority • Downtown Redevelopment Authority • Fort Vancouver Regional Library Board of Trustees • Lodging Tax Advisory Committee • Planning Commission • Public Facilities District • Salary Review • Transportation and Mobility Commission • Civil Service Commission
Are you a registered voter in Clark County?	Yes
Have you served on this board in the past?	No
Are you currently serving on a board or commission for the City of Vancouver?	No
Email Address	spupacet@gmail.com

Phone Number	360-448-8059
Address	710 W 16th St
City	Vancouver
State	Washington
ZIP Code	98660
What is your length of residency in Vancouver?	5 to 10 years
Occupation and Employer (if applicable)	Financial Analyst Callan LLC
Do you, or does your firm or place of employment do business with the City?	No
Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?	No
Which board, commission or committee are you most interested in? (1st choice)	City Center Redevelopment Authority
Which board, commission or committee are you most interested in? (2nd choice)	Transportation and Mobility
Are you interested in applying for more than one board, commission or committee?	Yes
Please select any additional boards, commissions or committees you are interested in.	• Planning Commission • Salary Review Commission • Vancouver Housing Authority • Urban Forestry Commission • Parking Advisory Committee • Transportation and Mobility Commission • City Center Redevelopment Authority Board • Downtown Redevelopment Authority Board • Parks and Recreation Advisory Commission
Have you served on this board/commission or any others in the past?	No
What do you think are the most important issues our community is facing today?	One of the biggest challenges facing our community today is the growing affordability crisis, particularly around housing. Balancing a rapidly increasing population with the need to prevent sprawl and protect our environment is no easy task. It will take energy, commitment, and new voices willing to step up and do the work.

	In addition, we must get the I-5 bridge replacement project across the finish line—it's essential for our region's future.
The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?	I have lived in both urban and rural settings. I was born in Battle Ground and witnessed firsthand how that community grew and changed, for better and for worse. I later spent five years in Seattle before moving back home to Vancouver, where I rented for a time before buying a house in the Hough neighborhood with my husband and our two cats. I'm 31 years old and currently serve on several committees and boards, where I focus on organizing people and working together toward common goals.
We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.	I have served on the board of the Young Democrats of Clark County for several years, where our focus is on educating and engaging younger people in the local political process. We work to amplify the concerns of the next generation by creating opportunities to connect with elected officials, volunteering on campaigns and causes that matter to us, and even supporting young people who want to run for office—both in partisan and nonpartisan races. I also serve on the board of the Young Democrats of Washington, where I carry out similar work but with a broader focus on representing the needs of Southwest Washington. In addition, I volunteer on the finance committee at my church, where I contribute my professional expertise in finance to help guide the committee's work.
Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?	I've lived in Southwest Washington most of my life and have been a homeowner in Vancouver for the past five years. I plan to spend the rest of my life here, and I want to do my part to help our community grow, thrive, and remain a wonderful place to live. I'm especially inspired by the waterfront redevelopment project—it's a powerful example of what the city can achieve, and I want to help continue that momentum. I have the time, energy, and commitment to give back, and I'd be honored to serve in one of these roles to bring a fresh perspective.
Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.	In my work with the Young Democrats of Clark County and in my professional role, I've had the opportunity to engage with people from a wide range of backgrounds and experiences. These roles have reinforced for me that progress is only possible when everyone has a seat at the table and feels heard. I'm committed to advancing racial equity by creating inclusive spaces, listening first, and making sure decisions reflect the needs of the full community. I'm very comfortable working with anyone and everyone, and I see building genuine, diverse relationships as both a responsibility and a privilege.
The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?	As a young person, I'm acutely aware that my generation will live with the consequences of the decisions we make today on climate. Climate change isn't an abstract policy area for me—it's the issue that first pulled me into public service and civic engagement. My background in community leadership has given me experience working collaboratively, weighing complex trade-offs, and keeping long-term goals in focus. I would bring that perspective and urgency to the City's work, ensuring that climate action remains centered in decision-making and that we pursue solutions that are both ambitious and practical for our community.
Is there anything else you would like us to know?	I would add that I bring a collaborative and practical approach to every role I take on. My professional background in finance gives me the skills to understand complex budgets and make sound, data-driven decisions. Combined with my experience serving on multiple boards and committees, I know how to work across differences, build consensus, and move projects forward. Having lived in rural, urban, and suburban parts of Southwest Washington, I bring a broad perspective on the challenges facing our community. Most of all, I am deeply committed to ensuring Vancouver continues to thrive—not just for today, but for generations to come.

How did you hear about this position?	• From a community group

City Center Redevelopment Authority Questions

Please explain your experience leading or supporting public/private real estate or economic development initiatives, including affordable housing and community development projects?	I don't have direct experience leading public or private real estate or economic development initiatives. However, I am a quick learner with strong skills in finance, organization, and collaboration that translate well to this work. Through my roles on local and state boards, I've gained experience bringing people together, setting goals, and moving projects forward. I'm confident I can apply those same abilities to support the city's efforts in affordable housing and community development.
From your perspective, how can private real estate and economic development contribute to providing public benefits to our community?	Private real estate and economic development can play a major role in strengthening public life by creating spaces where people can connect outside of their homes or workplaces. Thoughtful development that includes third spaces—like parks, plazas, community centers, and vibrant areas to eat and gather—helps build a stronger sense of belonging. When projects prioritize these kinds of public benefits alongside economic growth, they create healthier, more connected communities where people want to live and stay.

Downtown Redevelopment Authority Board Questions

Please outline your experience in reviewing business financial information and provide examples of how you utilized the financial information in decision-making. Please provide a specific example.	In my professional work, I regularly review business financial information as part of the investment decision-making process. This includes analyzing balance sheets, income statements, and cash flow to assess the strength and sustainability of a company. For example, I've evaluated companies' debt levels and revenue growth to determine whether they are positioned for long-term success and whether they fit within a client's portfolio strategy. These reviews directly inform investment recommendations, ensuring decisions are grounded in a clear understanding of a company's financial health and future outlook.
Please identify your experience in managing commercial properties or managing large capital projects. Please provide several specific examples.	ChatGPT said: I don't have direct experience managing commercial properties or large capital projects. However, in my professional role I manage large sums of money and am responsible for ensuring everything is handled with accuracy and to a very high standard. That experience has taught me the importance of precision, accountability, and careful oversight—skills that directly translate to managing complex projects and ensuring they are executed successfully.

Planning Commission Questions

Tell us about your experience navigating the built environment in Vancouver. For example, do the areas where you live, work and play provide easy access to services, healthcare, education, parks and recreation, and jobs?	I live in downtown Vancouver and regularly walk, bike, and drive throughout the city. Most of my daily needs are met locally—my dentist, primary care provider, and physical therapist are all nearby. I also attended Clark College downtown and directly experienced the benefits of the college's transportation upgrades, especially improved bus accessibility. While I currently work in Portland, I'm looking forward to using the new MAX light rail extension as part of the I-5 bridge project, which will make commuting more efficient and sustainable. Overall, I've found Vancouver's built environment to be increasingly connected and accessible, with real opportunities to keep improving.
How could these things be improved from your perspective?	First and foremost, we need more investment in light rail and bus service to make transit a real option for more people. Expanding protected bike lanes, like the new one on Fourth Plain Blvd, is another critical step to encourage safe and accessible non-car travel. The easier and safer it is to get around without a car, the stronger and more connected our community will be. For those who do drive, expanding access to EV charging stations is key to supporting the transition to cleaner transportation.

Transportation and Mobility Commission Questions

Please indicate the experience or interest group you would represent. (Select all the apply)	• Person whose main mode of transportation is cycling • Person whose main mode of transportation is driving • Applying for the at-large position
The three primary goals for Vancouver's transportation system are to be safe, equally accessible for all regardless of how you travel, and supporting the reduction of transportation-related greenhouse gas emissions. How do you think you can help to advance these goals through your work on the Transportation and Mobility Commission?	I can bring a younger perspective to the Transportation and Mobility Commission—one that reflects the needs of people who are building their lives and futures here. As someone who bikes regularly, I understand the importance of safe, accessible infrastructure for all modes of travel. I'm also strongly committed to seeing the I-5 bridge project completed, which will provide critical upgrades for transit, light rail, and overall regional connectivity. Through this work, I'll advocate for policies and projects that make transportation safer, more equitable, and aligned with our climate goals.

Providing this information is voluntary and will not be used in candidate selection for any board.

What is your age range?	31-55
What are your preferred pronouns? (Check all that apply)	• He/Him/ His
What is your gender identity or expression? (Check all that apply)	• Male
What is your race/ethnicity? (Check all that apply)	• White
Which languages do you speak other than English? Check all that apply.	• None
In what zip code to you live or work?	98660
What is the highest degree or level of education you have completed?	Bachelor's degree
Do you rent or own your home?	Own
Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?	No
Do you live with a disability or identify as a disabled person?	No

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally

binding contracts, just the same as a hand-written signature.

Signature

Thank you for providing this information. After clicking ‘Submit’ you will receive a Submission ID number that can be retained for your records.

Staff will be in touch once the recruitment closes on next steps. Please be aware that this could take up to 30 days.

Feel free to reach out to bc_coordinator@cityofvancouver.us with any questions in the meantime.

Have a great day!

To: Mayor and City Council
From: Council Subcommittee 2
Date: December 15, 2025

Subject
Appointment to the Planning Commission

Present Situation
The Planning Commission serves as a volunteer advisory body and makes recommendations to the City Council on the topics related to the future growth and development of Vancouver.

Council Committee 2 recently interviewed candidates for this commission and recommends the full-term appointment of Kate Castenson to a position that would be effective December 31, 2025, with a term ending December 31, 2029.

Action Requested
On Monday, December 15, 2025, appoint Kate Castenson to a full-term position on the Planning Commission, with a term beginning December 31, 2025, and expiring December 31, 2029.

Subcommittee 2

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: December 15, 2025

TO: Mayor and City Councilmembers

FROM: Council Committee 2 (Stober, Fox and Harless)

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: Recommendation for Appointments to the Planning Commission

The Planning Commission serves as a volunteer advisory body and makes recommendations to the City Council on the topics related to the future growth and development of Vancouver.

Council Committee 2 recently interviewed candidates for this commission and recommends the full-term appointment of Kate Castenson to a position that would be effective December 31, 2025, with a term ending December 31, 2029.

This appointment will be presented for Council action at the **Monday, December 15, 2025,** Council meeting.

Attachments:
- Application
- Current Roster

Planning Commission

Position	Term	Name & Address	Phone
1	12-31-2024	John Jay 16801 Southeast 1st Street Unit M92, Vancouver, WA 98684 johnmichaeljay89@gmail.com	8057945841
2	01-02-2017	Marjorie Ledell 17408 SE 17th Way , Vancouver, WA 98683 marjorie.ledell@cityofvancouver.us	971-222-4465
3	02-06-2023	Patrick Adigweme 3000 K St., Vancouver, WA 98663 Patrick.adigweme@gmail.com	503-2613866
4	12-31-2021	Nena Cavel 15311 NE 14th St , Vancouver, WA 98664 ncavel@gmail.com	503-583-2019
5	11-04-2024	Alyssa Wheeler 815 Columbia St Apt 603, Vancouver, WA 98660 rubbies123@gmail.com	rubbies123@gmail.com 8156415297
6	01-22-2024	Sandra Beck 7700 NE 181st Cir, Vancouver, WA 98682 sebeck57@yahoo.com	415-608-8111
7	01-28-2019	Zachary Pyle 501 W. 24th St. , Vancouver, WA 98660 zcpyle@gmail.com	210-849-5592

Planning Commission

Term Length: 48 Months **Max Terms:** 3 Term(s)

Number of Members: 7 **Meeting Schedule:** Second and Fourth tuesday of each month

Meeting Time: 4:00 PM

Meeting Location: City Hall - Council Chambers

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Commission

Description:

The Planning Commission is an independent review body of local citizens that provides recommendations to the City Council on changes to the City's Comprehensive Plan and Land Use and Development Code (Title 20 of the Vancouver Municipal Code). This includes formal review via a public hearing process on Comprehensive Plan map and text changes and zoning map and text changes, as well as subarea and district plans that are adopted by reference into the Comprehensive Plan. The Planning Commission also provides informal and advisory review via public workshop on a variety of studies, analyses, reports and plans related to land use matters.

The Planning Commission is tasked with considering the long-term growth and development of the community. It is tasked with considering the impact of land use decisions on community livability, economic opportunity, housing affordability, public services, and the environment. The Commission brings a long term community perspective to land use policy, and is responsible for maintaining an accessible process that informs and educates the public.

Agendas are posted 10 days in advance of meeting.

Council Liaison:

Staff Liaison:
Julie Nischik
(360) 487-7813
julie.nischik@cityofvancouver.us

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	John Jay	11/11/2024	1	12/31/2028
2	Marjorie Ledell	01/02/2017	2	12/31/2025
3	Patrick Adigweme	02/06/2023	1	12/31/2026
4	Nena Cavel	12/31/2021	1	12/31/2026
5	Alyssa Wheeler	11/04/2024	1	12/31/2026
6	Sandra Beck	01/22/2024	1	12/31/2027

7	Zachary Pyle	01/28/2019	2	12/31/2027

Boards and Commissions Application- Fall 2025

Getting Started

- Carefully review the requirements for the posted position before completing your application.
- Review board information including membership eligibility and expectations to confirm qualifications.
- Commission meetings may require in-person day or evening attendance. When you accept a Board/Commission seat, you'll confirm your ability to attend these meetings.
- Upon appointment, proof of identity and residency may be required ("Do I live in Vancouver City limits?" map)
- Applications are considered active for one year. You will be notified by email of future openings for those Boards and Commissions you previously applied for or expressed interest in.
- Under the state's Public Records Act (RCW 42.56), applications submitted for these appointments are public records and may be subject to public disclosure.
- City employees are not eligible to serve on boards and commissions.

Purpose
Use this form to apply to be a member of a board, commission or committee

Eligibility
Must be 18 years old or older

Are you 18 years old or older?	Yes
Do you live in Vancouver City Limits?	Yes

Please provide your first and last Name:

First Name	Kate
Last Name	Castenson
Which board(s) or committee(s) are you applying for? (Select all that apply)	• Planning Commission
Have you served on this board in the past?	No
Are you currently serving on a board or commission for the City of Vancouver?	No
Email Address	kate.castenson@gmail.com
Phone Number	360-798-8652
Address	15820 NE 36th St.
City	Vancouver
State	Washington

ZIP Code	98682
What is your length of residency in Vancouver?	More than 20 years
Occupation and Employer (if applicable)	Consultant
Do you, or does your firm or place of employment do business with the City?	No
Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?	No
Which board, commission or committee are you most interested in? (1st choice)	Planning
Which board, commission or committee are you most interested in? (2nd choice)	Urban Forestry
Are you interested in applying for more than one board, commission or committee?	No
Have you served on this board/commission or any others in the past?	No
What do you think are the most important issues our community is facing today?	Our community is at an important inflection point in our history. We have experienced significant growth and have attracted new residents who make this a vibrant community. As we plan for continued growth over the next two decades with the updated comprehensive plan, we need to ensure that growth occurs in a way that promotes a high quality of life for all residents in our community. This entails working on the issues of housing availability and affordability, job access, and the preservation and creation of places to recreate, learn about history, and experience the arts. Vancouver has the potential to continue growing while retaining the “small town feel” that makes it special and distinguishes it from larger cities in the region.
The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?	I have deep roots in Vancouver, since I spent most of my childhood years here. After moving back to Vancouver 10 years ago, I was impressed by the way that the city had grown. I have the perspective of someone who understands how much change has occurred in Vancouver over the past 30 years. As a resident of east Vancouver, I also have the perspective of someone who is on the edge of city limits, and can appreciate the challenges involved in new development as the boundaries of the city expand. After ten years of working in an international humanitarian and development organization, I have developed skills in facilitation that would serve me well on the Planning Commission. I am comfortable leading discussions about strategy and soliciting input from a wide variety of stakeholders to inform decisions. I value engaging people in processes to make decisions that affect them.
We know there are many ways that people show how much they	I am deeply committed to promoting civic engagement, especially through my role as a board member of the Clark County League of Women Voters. During my time

care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.	with the league, I have served as an elections observer, provided feedback on a project with students at WSU-Vancouver to create voter awareness campaigns, and assisted with planning a "You Can Run for Office" informational event. I also am passionate about contributing to spaces where people can create community through gardening. I am an active member of a community garden near my home, and assist with tasks to maintain and expand the garden. From a young age, I have been engaged in various musical groups and I am currently a member of the Vancouver Community Concert Band, which offers free concerts to the community throughout the year, including at events such as Memorial Day at Fort Vancouver and National Night Out.
Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?	After spending my formative years in Vancouver and now making this my home as an adult for the past decade, I would like to give back to my community. I am interested in the Planning Commission because the updated comprehensive plan provides a unique opportunity to shape the future of the city in ways that connect to every aspect of residents' lives. In particular, I am interested in exploring how housing policy can be used to create a livable community where residents have access to jobs, services, and places to recreate. Since housing policy affects the entire community, I would like to ensure that the public is informed and engaged in key decisions to the extent allowable under current rules and procedures.
Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.	I believe that racial equity is central to community development, which should proactively seek out the perspectives of people in the community that may not have historically been consulted in decision making processes about the city's future. For almost the past ten years, I worked with diverse communities globally through my work with Mercy Corps, an international nonprofit organization. I regularly interacted with team members from different countries, and adapted my engagement with them to be sensitive to their cultural backgrounds. My team spanned four countries, and I regularly communicated in Spanish with the person who I supervised. Locally, I have worked with diverse communities in the Portland metro region during a special project for Mercy Corps' Cascadia Preparedness, Advocacy, and Response program, where I designed and facilitated emergency preparedness "trainings of trainers" for culturally specific groups. An outcome of these trainings was greater equity in accessibility to emergency preparedness messaging in the Portland metro area among groups that may have been missing this information because of language or cultural barriers. Since engagement and education are an essential initial step in community planning, my experience at Mercy Corps could serve me well on the Planning Commission.
The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?	I have lived experience with the results of climate change in Vancouver, as I've seen how the climate here has shifted from what it was in the 1990s until today. I am aware that we need to address the ways that our built environment should adapt to these changes by protecting and expanding our tree canopy, ensuring land use and development takes into account best practices for protecting our ground water, and creating incentives for climate-conscious housing that more directly connects people to areas where they work and recreate in order to reduce the carbon footprint of additional population growth. If selected as a Planning Commissioner, I would explore the ways that the Commission can use the lens of climate change impacts to inform decisions.
Is there anything else you would like us to know?	I acknowledge that the Planning Commission role would require me to quickly learn about the updated Comprehensive Plan, the city Land Use and Development Code, and the structure of local government and the laws and procedures that they abide by. I am a very detailed oriented person who is adept at quickly learning new things. During my recent tenure at Mercy Corps, I engaged in several short term assignments where I learned about different subject matter areas and produced deliverables that provided new insights to issues that other teams worked on. I would bring the same curiosity to my role on the Planning Commission in order to provide thoughtful recommendations to the City Council.

How did you hear about this position?	• City newsletter • Post on the City's website • Word of mouth

Planning Commission Questions

Tell us about your experience navigating the built environment in Vancouver. For example, do the areas where you live, work and play provide easy access to services, healthcare, education, parks and recreation, and jobs?	I have experience navigating Vancouver in a variety of ways. When I first moved back to Vancouver, I took the bus as my primary form of transportation to work, before transitioning to a personal vehicle in order to more easily access the areas where I work and recreate. This gives me a perspective of someone who has used public transportation and understands where this could be improved. From my perspective, east Vancouver has adequate access to services, but it is a very car-centric area of the city where I do not feel safe navigating via bike. As this area of the city grows, there is also more pressure on parks and recreation areas as these are used by more people.
How could these things be improved from your perspective?	In east Vancouver as well as other areas of the city, there is an opportunity to ensure that development occurs with long-term livability in mind. For example, as there is more infill and dense housing in previously vacant lots, this puts pressure on existing parks and recreation areas, which could be improved and expanded. Similarly, roads will experience more traffic with increased development, making it important to locate dense housing next to public transportation, and to create a built environment that allows for safe, accessible multi-modal transportation. Finally, there is the housing itself, which should meet state laws regarding density while also ensuring alignment with the character of existing neighborhoods as much as possible.

Providing this information is voluntary and will not be used in candidate selection for any board.

What is your age range?	31-55
What are your preferred pronouns? (Check all that apply)	• She/Her/Hers
What is your gender identity or expression? (Check all that apply)	• Female
What is your race/ethnicity? (Check all that apply)	• White
In what zip code to you live or work?	98682
What is the highest degree or level of education you have completed?	Master's degree
Do you rent or own your home?	Other
Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?	No
Do you live with a disability or identify as a disabled person?	No

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

Signature

Thank you for providing this information. After clicking ‘Submit’ you will receive a Submission ID number that can be retained for your records.

Staff will be in touch once the recruitment closes on next steps. Please be aware that this could take up to 30 days.

Feel free to reach out to bc_coordinator@cityofvancouver.us with any questions in the meantime.

Have a great day!

To: Mayor and City Council
From: Mayor
Date: December 15, 2025

Subject
Appointment to the Salary Review Commission

Present Situation
This seven-member volunteer commission studies the relationship of salaries to the duties of Mayor and City Councilmembers and establishes the salary and compensation for the Mayor and City Council.

Mayor Anne McEnerny-Ogle recently interviewed candidates and recommends the reappointment of Tyler Freedman and the appointment of Marilee Scarbrough to full-term positions effective December 31, 2025, and expiring December 31, 2029.

Action Requested
On Monday, December 15, 2025, reappoint Tyler Freedman and appoint Marilee Scarbrough to full-term positions on the Salary Review Commission, with a term beginning December 31, 2025, and expiring December 31, 2029.

Mayor McEnerny-Ogle

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: December 15, 2025

TO: Mayor and City Council

FROM: Mayor Anne McEnerny-Ogle

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: Recommendation for Appointment to the Salary Review Commission

This seven-member volunteer commission studies the relationship of salaries to the duties of Mayor and City Councilmembers and establishes the salary and compensation for the Mayor and City Council.

Mayor Anne McEnerny-Ogle recently interviewed candidates and recommends the reappointment of Tyler Freedman and the appointment of Marilee Scarbrough to full-term positions effective December 31, 2025, and expiring December 31, 2029.

These appointments will be presented for Council action at the Monday**, December 15, 2025,** Council meeting.

Attachments:

- Letter
- Current Roster

Salary Review Commission

Position	Term	Name & Address	Phone
1	03-14-2022	Patricia Bilker 3101 N St, Vancouver, WA 98663 patticakes1935@gmail.com	714-345-0741
2	06-10-2024	Tyler Freedman 13100 NE 22nd St, Vancouver, WA 98660 tylerfreedman1@live.com	3606066867
3	12-31-2021	Patricia Stepp 1405 Esther St. #207 , Vancouver, WA 98660 ravenmaven08@gmail.com	360-693-0083
4	03-11-2024	Margot Rice 4808 NE 126th Ave, Vancouver, WA 98682 mrd303@gmail.com	513-240-4894
5	03-11-2024	Greg Chaimov 314 Pasadena Way, Vancouver, WA 98660 gchaimov@gmail.com	503-816-5192
6	03-03-2025	Jesika Williams 6014 NE 33rd cir, Vancouver, WA 98661 jesika0731@gmail.com	3607198752
7	06-10-2024	Scott Kibota 2107 SE 144th Avenue, Vancouver, WA 98660 skibota@gmail.com	4242435299

Salary Review Commission

Term Length: 48 Months **Max Terms:** 2 Term(s)

Number of Members: 7 **Meeting Schedule:** On Call

Meeting Time: 5:00 PM

Meeting Location: City Hall - Council Chambers

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Commission

Description: Studies the relationship of salaries to the duties of the Mayor and City Council and establishes the salary for each. Commissioners must be registered voters and city residents.

Council Liaison:

Staff Liaison:

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Patricia Bilker	03/14/2022	1	02/24/2025
2	Tyler Freedman	06/10/2024	1	12/31/2025
3	Patricia Stepp	12/31/2021	1	12/31/2026
4	Margot Rice	03/11/2024	1	12/31/2027
5	Greg Chaimov	03/11/2024	1	12/31/2027
6	Jesika Williams	03/03/2025	1	02/23/2029
7	Scott Kibota	06/10/2024	1	12/31/2026

City of Vancouver

City Council Committee

PO Box 1995

Vancouver, WA 98668

Re: Letter of Continued Interest – Salary Review Commission

Dear Council Committee,

It has been my honor to serve on the Salary Review Commission since my appointment in the fall of 2024. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the Salary Review Commission has benefitted its work in the following ways:
- Providing leadership in salary review decisions as Vice Chair.
- Assisting in building consensus and guiding the process to achieve a unanimous vote.
- Offering thoughtful input to support balanced and transparent recommendations.

I am proud that, during my term, we came together as a Commission and voted in a way we felt was best for the City of Vancouver. Looking ahead, I believe it is important for the Commission to continue considering both inflation and the City's ongoing budgetary challenges. Striking this balance ensures that we remain competitive in compensation for elected officials while also maintaining fiscal responsibility.

Once again, it has been my honor to serve the Salary Review Commission. I hope that you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,

Tyler Freedman

Vice Chair, Salary Review Commission

Boards and Commissions Application- Fall 2025

Getting Started

- Carefully review the requirements for the posted position before completing your application.
- Review board information including membership eligibility and expectations to confirm qualifications.
- Commission meetings may require in-person day or evening attendance. When you accept a Board/Commission seat, you'll confirm your ability to attend these meetings.
- Upon appointment, proof of identity and residency may be required ("Do I live in Vancouver City limits?" map)
- Applications are considered active for one year. You will be notified by email of future openings for those Boards and Commissions you previously applied for or expressed interest in.
- Under the state's Public Records Act (RCW 42.56), applications submitted for these appointments are public records and may be subject to public disclosure.
- City employees are not eligible to serve on boards and commissions.

Purpose
Use this form to apply to be a member of a board, commission or committee

Eligibility
Must be 18 years old or older

Are you 18 years old or older?	Yes
Do you live in Vancouver City Limits?	Yes

Please provide your first and last Name:

First Name	Marilee
Last Name	Scarbrough
Which board(s) or committee(s) are you applying for? (Select all that apply)	• Salary Review
Are you a registered voter in Clark County?	Yes
Have you served on this board in the past?	No
Are you currently serving on a board or commission for the City of Vancouver?	No
Email Address	Jonescarbrough@gmail.com
Phone Number	253-376-8837
Address	PO Box 3331

City	Vancouver
State	Washington
ZIP Code	98668
What is your length of residency in Vancouver?	10 to 20 years
Occupation and Employer (if applicable)	Retired. Independent Contractor
Do you, or does your firm or place of employment do business with the City?	No
Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?	No
Which board, commission or committee are you most interested in? (1st choice)	Telecommunications
Which board, commission or committee are you most interested in? (2nd choice)	Salary Review
Are you interested in applying for more than one board, commission or committee?	Yes
Please select any additional boards, commissions or committees you are interested in.	• Telecommunications Commission • Salary Review Commission
Have you served on this board/commission or any others in the past?	No
What do you think are the most important issues our community is facing today?	-Maintaining a high quality of life for residents by managing the pros and cons that come with population growth and changing demographics. -Ensuring adequate financial resources for community services, i.e. infrastructure, safety, fire, parks/recreation, libraries. -Navigating the need for additional social services for individuals in need.
The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?	My perspective includes that of a native of the Pacific Northwest, with a 30 year career working on youth and education issues in the Washington legislature, for a state agency, for a non-profit and for a public school district. My perspective also is influenced by my career as an African- American, female attorney and graduate of American Leadership Forum. I value community service and understand the need for thoughtful and effective collaboration.
We know there are many ways that people show how much they care for our community. Please	-Trustee, Clark College -American Association of University Women (AAUW), member

describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.	-Adjunct Professor WSUV -Previous School Board Member and City Council Member (Tacoma, Washington)
Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?	My interest is simple, I believe in community service. My employment demands prevented me from serving in the past, but post retirement I have time and the desire to make a meaningful contribution to my community.
Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.	My professional and personal life experiences have provided me many opportunities to work with people of every ethnicity. As a professional, I collaborated with individuals of diverse communities in resolving concerns. In my personal life, I engage with individuals of all ages, genders, races, and ethnicities socially and in my community activities.
The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?	I will need to learn along with others the issues, the impact to Vancouver and options for managing climate change.
Is there anything else you would like us to know?	No
How did you hear about this position?	• City newsletter • Social media

Providing this information is voluntary and will not be used in candidate selection for any board.

What is your age range?	Prefer not to answer
What are your preferred pronouns? (Check all that apply)	• She/Her/Hers
What is your gender identity or expression? (Check all that apply)	• Female
What is your race/ethnicity? (Check all that apply)	• Black/African American
Which languages do you speak other than English? Check all that apply.	• None
In what zip code to you live or work?	98668
What is the highest degree or level of education you have completed?	Doctorate

Do you rent or own your home?	Own
Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?	No
Do you live with a disability or identify as a disabled person?	No

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

Thank you for providing this information. After clicking ‘Submit’ you will receive a Submission ID number that can be retained for your records.

Staff will be in touch once the recruitment closes on next steps. Please be aware that this could take up to 30 days.

Feel free to reach out to bc_coordinator@cityofvancouver.us with any questions in the meantime.

Have a great day!

To: Mayor and City Council
From: City Manager
Date: December 15, 2025

Subject
Approval of Claim Vouchers

Action Requested
Approve claim vouchers for December 15, 2025.

Attachments:
1. December 15, 2025 Claim Vouchers

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

$ 13,665,989.12 this 15th day of December 2025.

MAYOR

COUNCILMEMBER

Cyndi A. Turner Digitally signed by Cyndi A. Turner Date: 2025.12.08 15:42:20 -08'00'

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
December 01, 2025 - December 07, 2025	Accounts Payable Checks (see attached)	$ 13,650,888.64
December 01, 2025 - December 07, 2025	Hansen City Payments (see attached)	$ 11,533.73
December 01, 2025 - December 07, 2025	Visa Refunds (see attached)	$ 3,566.75
December 01, 2025 - December 07, 2025	Payroll Checks (see attached)	$ -
TOTAL		$ 13,665,989.12

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Miscellaneous Payment	Check	28712	12/3/2025	121.59	George B Stuart & Janet G Stuart	Refund overpayment to loan #6000682.
Miscellaneous Payment	Check	28713	12/3/2025	557.14	Mavrck LLC	Refund parking permit no longer needed. COV14484
Miscellaneous Payment	Check	28714	12/3/2025	424.00	Pratt Enterprises, LLC	Refund partial Business License Fee
Miscellaneous Payment	Check	28715	12/3/2025	56.00	Silver Ball Social Club	Refunding operating permit from INV#77078576
Miscellaneous Payment	Check	28716	12/3/2025	42.10	Steven Wong	Refund parking permit no longer needed. COV13659
Miscellaneous Payment	Check	28717	12/3/2025	545.00	Thomas Montes	Rental Damage Deposit Refund
Ad Hoc Payment	Check	28718	12/3/2025	329.00	Armes,Kathleen or Colin	6812 NE 62ND CT ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28719	12/3/2025	412.00	David or Grace Ho	12513 NE 14TH CIR ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28720	12/3/2025	67.79	Dixon,Noel	16914 SE 30TH CIR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28721	12/3/2025	105.45	DM Homes Inc	3909 NW WASHINGTON ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	28722	12/3/2025	136.00	Doody,Jason or Susan	6100 NE 55TH CIR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28723	12/3/2025	1,917.84	Engie Impact	6301 NE 88TH ST ,VANCOUVER,WA,98665
Ad Hoc Payment	Check	28724	12/3/2025	2,191.32	Engie Impact	16600 SE 18TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28725	12/3/2025	1,867.84	Engie Impact	9914 NE 117TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	28726	12/3/2025	1,336.24	Engie Impact	8515 NE ANDRESEN RD ,VANCOUVER,WA,98665
Ad Hoc Payment	Check	28727	12/3/2025	2,566.68	Engie Impact	6617 NE 84TH ST ,VANCOUVER,WA,98665
Ad Hoc Payment	Check	28728	12/3/2025	127.15	Hayes,Sean or Jeff	702 GARRISON TR ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28729	12/3/2025	181.00	Hayes,Sean or Jeff	700 GARRISON TR ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28730	12/3/2025	70.94	Joe Churchman or Pearl Griffin	2709 WEIGEL AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	28731	12/3/2025	19.78	Johnson,Kristen or Jonathan	Utility Refunds: 0000008354-02
Ad Hoc Payment	Check	28732	12/3/2025	200.62	Kessel,Marcie	3511 SE 173RD CT ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28733	12/3/2025	218.00	Kupfer,Roy	5706 NE 58TH CT ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28734	12/3/2025	809.00	Leeding,Matthew	1511 SE 75TH CT ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28735	12/3/2025	175.04	Lipparelli,Michael	1617 SE 180TH AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28736	12/3/2025	145.79	Meril Beach or Tanner Barlow	15304 NE 38TH CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28737	12/3/2025	29.95	Nylund Inc	3108 R ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28738	12/3/2025	40.72	Nylund Inc	9811 NE 65TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	28739	12/3/2025	106.30	Ragan,Daniel	3500 HARNEY ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	28740	12/3/2025	329.76	Shephard,Bradley	1527 SE 104TH CT ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28741	12/3/2025	70.42	The Estate of Kathy J Schuh	1913 WAHCLELLAH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28742	12/3/2025	25.51	The Port of Vancovuer	2323 NE GENERAL ANDERSON AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28743	12/3/2025	120.00	Toliver,Connie	2808 SE BALBOA DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28744	12/3/2025	981.84	Yvonne Vallandingham	8614 NE 89TH AVE ,VANCOUVER,WA,98662

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	28745	12/3/2025	7,376.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	28746	12/3/2025	2,500.00	All Traffic Data Services Inc	
Supplier Payment	Check	28747	12/3/2025	11,102.00	Arborscape Ltd Inc	
Supplier Payment	Check	28748	12/3/2025	485.58	Archaeological Services LLC	
Supplier Payment	Check	28749	12/3/2025	9,823.70	AT & T Mobility National Accounts LLC - Remit-To: AT & T Mobility	
Supplier Payment	Check	28750	12/3/2025	50,334.80	Bud Clary Chevrolet, Cadillac Inc	
Supplier Payment	Check	28751	12/3/2025	802.34	Carahsoft Technology	
Supplier Payment	Check	28752	12/3/2025	729.49	Car Toys, Inc.	
Supplier Payment	Check	28753	12/3/2025	3,738.89	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	28754	12/3/2025	19,068.50	Century West Engineering Corp	
Supplier Payment	Check	28755	12/3/2025	4,608.00	City Bark & Recycling LLC	
Supplier Payment	Check	28756	12/3/2025	177.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	28757	12/3/2025	499,123.32	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	28758	12/3/2025	900.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	28759	12/3/2025	65,029.16	Clary Longview LLC	
Supplier Payment	Check	28760	12/3/2025	1,568.40	Columbia Resource Company	
Supplier Payment	Check	28761	12/3/2025	2,918.02	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	28762	12/3/2025	5,858.88	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	28763	12/3/2025	214.38	Evergreen School District 114	
Supplier Payment	Check	28764	12/3/2025	56.58	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	28765	12/3/2025	518.29	First-Citizens Bank & Trust Company	
Supplier Payment	Check	28766	12/3/2025	920.00	Government Finance Officers Association	
Supplier Payment	Check	28767	12/3/2025	1,943.87	H&H Wood Recyclers	
Supplier Payment	Check	28768	12/3/2025	324.95	Harold LeMay Enterprises	
Supplier Payment	Check	28769	12/3/2025	18,585.64	Herrera Environmental Consultants Inc	
Supplier Payment	Check	28770	12/3/2025	4,183.50	Houston Engineering Inc	
Supplier Payment	Check	28771	12/3/2025	872.40	Howmedica Osteonics Corp	
Supplier Payment	Check	28772	12/3/2025	1,063.82	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	28773	12/3/2025	337.62	J-2 Blueprint Supply Co.	
Supplier Payment	Check	28774	12/3/2025	18,914.71	Janus Youth Programs Inc	
Supplier Payment	Check	28775	12/3/2025	24,788.89	King County Directors Association Purchasing Department	
Supplier Payment	Check	28776	12/3/2025	4,995.00	Kramer Gehlen & Associates	
Supplier Payment	Check	28777	12/3/2025	697.86	L.N. Curtis & Sons	
Supplier Payment	Check	28778	12/3/2025	13,598.00	Legacy Plumbing & Excavation LLC	
Supplier Payment	Check	28779	12/3/2025	10,324.01	Lower Columbia Estuary Partnership	
Supplier Payment	Check	28780	12/3/2025	47,038.95	LSW Architects PC	
Supplier Payment	Check	28781	12/3/2025	437.50	Maul Foster & Alongi Inc	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	28782	12/3/2025	9,962.83	McCrometer, Inc.	
Supplier Payment	Check	28783	12/3/2025	3,223.90	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	28784	12/3/2025	500.00	Nathan Hunter	
Supplier Payment	Check	28785	12/3/2025	1,034.04	National Safety Inc	
Supplier Payment	Check	28786	12/3/2025	1,500.00	Neuropsychology and Cognitive Health	
Supplier Payment	Check	28787	12/3/2025	9,900.00	Ogletree, Deakins, Nash, Smoak, and Stewart, P.C	
Supplier Payment	Check	28788	12/3/2025	18,000.00	OpportunitySpace, Inc	
Supplier Payment	Check	28789	12/3/2025	8,099.77	S&B Inc	
Supplier Payment	Check	28790	12/3/2025	8,925.00	Salmon Creek Koelsch Operations LLC	
Supplier Payment	Check	28791	12/3/2025	177.34	SiteCrafting Inc	
Supplier Payment	Check	28792	12/3/2025	1,859.66	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	28793	12/3/2025	27,847.48	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	28794	12/3/2025	300.00	State of Washington Department of Labor & Industries	
Supplier Payment	Check	28795	12/3/2025	7.54	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	28796	12/3/2025	7,064.34	The Columbian Publishing Co	
Supplier Payment	Check	28797	12/3/2025	1,870.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	28798	12/3/2025	90.00	Urgent Medical Center	
Supplier Payment	Check	28799	12/3/2025	106.17	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	28800	12/3/2025	1,458.42	Walter E Nelson Company	
Supplier Payment	Check	28801	12/3/2025	4,126.80	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	28802	12/3/2025	7,277.50	WELL Cogir Tenant III LLC	
Supplier Payment	Check	28803	12/3/2025	19,339.00	Willis Towers Watson Insurance Services West inc	
			Check	**984,957.65**		
Expense Payment	Direct Deposit	EFT-00326963	12/4/2025	106.00	Nathan Copewin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326964	12/4/2025	96.80	Suzanne Hebert	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326965	12/4/2025	24.99	John Kendall	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326966	12/4/2025	228.39	Steve Lee	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00326967	12/4/2025	301.00	Brian McLemore	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00326968	12/4/2025	301.00	Olivia Osborne	Travel Advance
			Direct Deposit	**1,058.18**		
Supplier Payment	EFT	EFT-00326969	12/4/2025	203,309.55	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00326970	12/4/2025	7,820.47	Whitney Equipment Company Inc	
Supplier Payment	EFT	EFT-00326971	12/4/2025	1,574.88	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00326972	12/4/2025	2,450.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00326973	12/4/2025	4,818.71	Fourth Plain Forward	
Supplier Payment	EFT	EFT-00326974	12/4/2025	146,603.20	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00326975	12/4/2025	4,050.84	HDR Engineering, Inc	
Supplier Payment	EFT	EFT-00326976	12/4/2025	19,153.75	Kennedy Jenks Consultants, Inc.	
Supplier Payment	EFT	EFT-00326977	12/4/2025	6,005.94	Otak Inc	
Supplier Payment	EFT	EFT-00326978	12/4/2025	82,348.25	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00326979	12/4/2025	17,417.06	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00326980	12/4/2025	25,616.00	Clark EMS Physicians, LLC	

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	EFT	EFT-00326981	12/4/2025	2,000.00	Eurofins Eaton Analytical, LLC	
Supplier Payment	EFT	EFT-00326982	12/4/2025	803,679.14	Cascade Fire Equipment Corp	
Supplier Payment	EFT	EFT-00326983	12/4/2025	3,972.75	OAC Services, Inc.	
Supplier Payment	EFT	EFT-00326984	12/4/2025	13,980.00	National League of Cities	
Supplier Payment	EFT	EFT-00326985	12/4/2025	6,050.00	American Electrical Construction LLC	
Supplier Payment	EFT	EFT-00326986	12/4/2025	27,867.45	Northwest Royal Home Care	
Supplier Payment	EFT	EFT-00326987	12/4/2025	41,216.85	Metereaders LLC	
Supplier Payment	EFT	EFT-00326988	12/4/2025	9,525.04	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00326989	12/4/2025	16,930.00	The Exhibits Department, LLC	
Supplier Payment	EFT	EFT-00326990	12/4/2025	1,000.00	Spring Consulting Group an Alera Company	
Supplier Payment	EFT	EFT-00326991	12/4/2025	560.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00326992	12/4/2025	38.41	Ziply Fiber	
Supplier Payment	EFT	EFT-00326993	12/4/2025	1,577.22	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00326994	12/4/2025	8,900.17	Ready Rebound, Inc.	
Supplier Payment	EFT	EFT-00326995	12/4/2025	120.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00326996	12/4/2025	23,046.39	Work Right NW	
Supplier Payment	EFT	EFT-00326997	12/4/2025	10,798.75	Nelson Nygaard Consulting Associates Inc	
Supplier Payment	EFT	EFT-00326998	12/4/2025	1,122,503.04	Nutter Corporation	
Supplier Payment	EFT	EFT-00326999	12/4/2025	1,257.75	Terracon Consultants Inc - Remit-To: Terracon Consultans Inc	
Supplier Payment	EFT	EFT-00327000	12/4/2025	2,400.00	Grayrock Resources LLC	
Supplier Payment	EFT	EFT-00327001	12/4/2025	4,319.49	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00327002	12/4/2025	14,067.74	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00327003	12/4/2025	29,515.00	MAKERS architecture and urban design LLP	
Supplier Payment	EFT	EFT-00327004	12/4/2025	59,008.99	Skanska USA Building Inc	
Supplier Payment	EFT	EFT-00327005	12/4/2025	103.37	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00327006	12/4/2025	1,222.78	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00327007	12/4/2025	28,549.12	Cyclomedia Technology Inc	
Supplier Payment	EFT	EFT-00327008	12/4/2025	4,409.68	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00327009	12/4/2025	138,872.01	Outsiderinn.org	
Supplier Payment	EFT	EFT-00327010	12/4/2025	5,382.99	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00327011	12/4/2025	4,462.98	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00327012	12/4/2025	35,913.76	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00327013	12/4/2025	110,416.65	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00327014	12/4/2025	12,693.70	IGM Technology Corp.	
Supplier Payment	EFT	EFT-00327015	12/4/2025	12,645.72	Archaeological Investigations Northwest Inc	
Supplier Payment	EFT	EFT-00327016	12/4/2025	21,690.26	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00327017	12/4/2025	20,443.52	B.E. Meyers and Co. Inc	
Supplier Payment	EFT	EFT-00327018	12/4/2025	296.40	Petris LLC	
Supplier Payment	EFT	EFT-00327019	12/4/2025	1,080.00	SC Beholdings LLC	
			EFT	**3,123,685.77**		
Supplier Payment	Manual Wire		12/1/2025	12,840.38	Global Payments Inc	
Supplier Payment	Manual Wire		12/1/2025	6,880,931.04	U.S. Bank National Association	
Supplier Payment	Manual Wire		12/1/2025	2,728.56	Internal Revenue Service	
Supplier Payment	Manual Wire		12/2/2025	815,384.75	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		12/2/2025	481,718.41	Blue Cross Blue Shield of Oregon	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Manual Wire		12/2/2025	34,351.21	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		12/2/2025	16,357.90	Washington Dental Service	
Supplier Payment	Manual Wire		12/4/2025	619,115.84	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		12/4/2025	1,899.00	KFPro, Inc	
Supplier Payment	Manual Wire		12/4/2025	28,729.99	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		12/4/2025	14,808.55	Washington Dental Service	
Supplier Payment	Manual Wire		12/4/2025	362,001.75	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		12/4/2025	9,539.24	VSP Vision Care Inc	
Supplier Payment	Manual Wire		12/4/2025	260,780.42	Western States Health & Welfare Trust	
			Manual Wire	**9,541,187.04**		
			Checks	**984,957.65**		
			Direct Deposit	**1,058.18**		
			EFT	**3,123,685.77**		
			12/8/2025	11,533.73	City Payments	Posted 12-01-25 to 12-07-25
			Hansen Total	**11,533.73**		
			12/8/2025	3,102.00	Miscellanous	Parks Class Refunds FCC 12-01-25 to 12-07-25
			12/8/2025	464.75	Miscellanous	Parks Class Refunds MCC 12-01-25 to 12-07-25
			VISA Total	**3,566.75**		
			Payroll Total	**0.00**		
			GRAND TOTAL	**13,665,989.12**		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

City of Vancouver
Payroll Council Report
December 01, 2025 - December 07, 2025

Check No.	Date	Explanation	Amount
		No payroll this period.	

$ -

AN ORDINANCE relating to management of the public rights-of-way, granting to (Hyperfiber of Washington, LLC d/b/a Ripple Fiber) and its affiliates ("Grantee"), a (LLC) (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 221-25

To: Mayor and City Council
From: City Manager
Date: December 15, 2025

Subject

Right-of-Way Telecommunications Franchise Agreement for Hyperfiber of Washington, LLC d/b/a Ripple Fiber

Key Points

The proposed franchise ordinance establishes the terms and conditions to construct and maintain telecommunications facilities within the City's rights-of-way. This would be a 10-year, non-exclusive franchise which can be extended by mutual agreement of the parties for up to one additional five-year period.

Strategic Plan Alignment

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Present Situation

Hyperfiber wishes to occupy and utilize portions of the City's rights-of-way for the purpose of installing, maintaining, and operating a fiber broadband business. Cities cannot deny the grant of a franchise like this, but may require a permit or franchise for the use of its rights-of-way for telecommunications facilities pursuant to RCW 35.99.030. The City is precluded from charging a franchise fee for such use pursuant to RCW 35.21.860.

The proposed ordinance establishes the mandatory terms and conditions under which the franchisee must maintain and operate its telecommunications facilities within the rights-of-way. The City has granted several similar non-exclusive telecommunications franchises to different companies, and federal law requires that the franchise terms not put one or more other franchisees at a competitive disadvantage relative to other providers. As such, these franchises tend to be very similar over time.

City staff worked with Hyperfiber to negotiate the terms of this proposed franchise ordinance in a way that balances local aesthetics, character, public health and welfare, and maintaining City control of its streets, while also gaining technological benefits and connectivity for the City's residents and businesses to the greatest extent possible.

Advantage(s)

This proposed franchise would formalize the terms and conditions for Hyperfiber's use of the City's rights-of-way.

Challenge(s)
Installation of new facilities can result in temporary disruptions for adjoining property owners, however our right-of-way inspection team works with the fiber providers to minimize these disruptions.

Budget Impact
None

Prior Council Review
November 3, 2025 - Consent Agenda

Action Requested
On Monday, December 15, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

Staff Contact
Aaron Lande, Assistant City Manager, Cary Driskell, Assistant City Attorney,
aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

Attachments:
1. Ordinance

ORDINANCE M - _____

AN ORDINANCE relating to management of the public rights-of-way, granting to (Hyperfiber of Washington, LLC d/b/a Ripple Fiber) and its affiliates ("Grantee"), a (LLC) (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

WHEREAS, Vancouver Charter Section 2.05 states City Council shall have the power to enact ordinances. Pursuant to Vancouver Charter Section 2.12, the granting, renewal or extension of a franchise shall be by ordinance, and no ordinance granting a franchise shall be finally passed until 30 days have expired after its introduction; and

WHEREAS, Grantee is a telecommunication company that provides (fiber broadband and voice) services to its customers; and

WHEREAS, Grantee has requested that the City grant it the right to install, operate, and maintain telecommunication Facilities within the Public Ways of the City for the purpose of offering Telecommunication Services to the public; and

WHEREAS, the City Council has the authority to grant franchises for the use of its Public Ways pursuant to Vancouver Charter 2.05 and 2.12, RCW 35.22.280 and chapter 35.99 RCW; and

WHEREAS, this Franchise is being approved at least 30 days after its introduction pursuant to Vancouver Charter Section 2.12; and

WHEREAS, the Council finds that the grant of the Franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public, and protects the health, safety, and welfare of the citizens of this City.

NOW, THEREFORE, the City Council of the City of Vancouver, Clark County, Washington, ordains as follows:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

“Abandoned Facilities” means Facilities which have not been used to provide Telecommunication Services for a period of at least 90 days.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with Grantee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

“Construction” or “Construct” shall mean constructing, digging, excavating, laying, testing, operating, extending, upgrading, renewing, removing, replacing, and repairing a Facility.

“Day” means a 24-hour period beginning at 12:01 a.m. If a thing or act is to be done in less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation of time.

“Effective Date” means the date the last party signs this Franchise.

“Facilities” means any of the plant, equipment, fixtures, appurtenances, antennas, and other facilities owned or operated by Grantee which are necessary to furnish and deliver Telecommunication Services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of Telecommunication Services in the Public Ways. The abandonment by Grantee of any Facilities as defined herein shall not act to remove them from this definition.

"FCC" means the Federal Communications Commission or any successor governmental entity.

"Franchise" (sometimes referred to as Ordinance) means the legal document issued by the City which grants rights to Grantee to construct and operate its Facilities to provide Telecommunication Services.

"Grantee" means (Hyperfiber of Washington, LLC d/b/a Ripple Fiber) and its affiliates, a (LLC) company licensed to do business in Washington, or its lawful successor, transferee, or assignee.

“Hazardous Substances” shall have the same meaning as RCW 70.105D.020(10).

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunication system in which the holder of the interest possesses a right to use the Facilities for the purpose of providing Telecommunication Services, but not the right to control, maintain, construct, or revise the Facilities.

“Permittee” means a person or entity who has been granted a permit by the City.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" means the surface of, and any space on, above or below, any street, public right-of-way, or utility easement for which the City now or in the future holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Facilities. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunication as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City and includes any additions by annexation or other legal means.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Service from Grantee with Grantee's express permission.

“Telecommunication Services” means any telecommunication service pursuant to RCW 35.99.010(7), excluding cable television service pursuant to RCW 35.99.010(1) and further excluding personal wireless services pursuant to RCW 35.99.010(4), provided by Grantee over its Facilities, either directly or as a carrier for its subsidiaries, Affiliates, or customers.

Section 2. Authority Granted. City grants to Grantee a Franchise to install, construct, operate, maintain, replace and use all Facilities in, under, on, across, over, through, along or below the Public Ways of the City for the purpose of providing Telecommunication Services, as approved under City permits issued pursuant to this Franchise or the Vancouver Municipal Code.

Section 3. Term of Franchise. The Term of this Franchise shall be for 10 years beginning on the Effective Date. This Franchise may be renewed for an additional five-year term. If Grantee

desires to renew, Grantee shall notify City not later than 180 days prior to the expiration of this Franchise of its desire to renew. City shall respond to the request for the renewal not later than 120 days prior to the expiration date, and may request renegotiation, addition, or deletion of any term at that time. If Grantee does not request renewal, this Franchise shall be deemed terminated. Any renewal must be approved by ordinance of the City Council.

Section 4. Revocation. This Franchise may be revoked by the City Council by subsequent ordinance in the event Grantee fails after notice or demand to comply with any term of this Franchise, but the City shall have no obligation to do so. No forbearance by City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of City's right to enforce the term.

Section 5. Recovery of Costs; Taxes.

5.1 Grantee shall reimburse the City for all costs of one publication of a summary of this Franchise in the City's official newspaper, any required legal notices prior to any public hearing regarding this Franchise, and all permit and inspection fees associated with activities undertaken through this Franchise or under City Code, all pursuant to RCW 35.21.860.

5.2 City may recover from Grantee any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon City and Grantee's agreement that either Grantee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6), or Grantee's Telecommunication Services fall within the definition of "telephone business" in RCW 82.16.010. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. The City reserves its right to impose a fee on Grantee to the extent authorized by law, for purposes other than to recover its administrative

expenses, in the event that statutory prohibitions on the imposition of such fees are removed, or Grantee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Grantee's Telecommunication Services fall outside the definition of "telephone business" in RCW 82.16.010. Under those circumstances, the City also reserves its right to require that Grantee obtain a separate franchise for its change in use, which may include provisions intended to regulate Grantee's operations. Nothing in this Franchise shall limit the City's right of taxation as authorized by current or future law.

Section 6. Non-Exclusivity. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises or permits in any Public Ways. The grant of this and other franchises shall, in no way, prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them.

Section 7. Relocation of Facilities.

7.1 City shall have prior and superior right to the use of its Public Ways and other public properties for installation and maintenance of its facilities and for other governmental purposes. City retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacation of the same as City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways and other public properties of every type. Any removal or replacement of Grantee's Facilities shall be at the sole expense of Grantee unless otherwise required by RCW 35.99.060. If Grantee fails to remove, adjust, or relocate its Facilities by the date established in the City's written notice to Grantee and consistent with RCW 35.99.060, City may cause and/or effect the removal, adjustment, or relocation, and the expense shall be paid solely by Grantee. Grantee shall in all such cases have the privilege to

temporarily bypass, in the authorized portion of the same Public Way upon approval by City, any portion of its Facilities required to be temporarily disconnected or removed.

7.2 If the City determines that the public project necessitates the relocation of Grantee's then-existing Facilities, City shall:

7.2.1 At least 60 days prior to the commencement of the improvement project provide Grantee with written notice requiring such relocation; and

7.2.2 Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's Facilities so that Grantee may relocate them in other Public Ways to accommodate the public improvement project.

7.2.3 After receipt of such notice and such plans and specification, Grantee shall complete relocation of its Facilities at no charge or expense to City to accommodate the improvement project pursuant to RCW 35.99.060(2).

7.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to City written alternatives to such relocation. City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. If requested by City, Grantee shall submit additional information to assist City in making such evaluation. City shall give each alternative proposed by Grantee full and fair consideration. In the event City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its Facilities as otherwise provided in this Section.

7.4 The provisions of this Section shall not preclude or restrict Grantee from making any

arrangements it deems appropriate when responding to a request for relocation of its Facilities by any person or entity other than City where the Facilities to be constructed are not or will not become City owned, operated, or maintained facilities provided that such arrangements do not delay a City construction project without prior written City approval.

7.5 If the City, a contractor for City, or other third-party utility provider with facilities located in the Public Ways is delayed at any time in the progress of their work by an act or neglect of Grantee or those acting for or on behalf of Grantee, then Grantee shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees to the extent arising out of or in connection with such delays, except for delays and damages caused by City. This provision may not be waived by the Parties except in writing.

Section 8. Non-Interference with Existing Facilities.

8.1 The owners of all utilities, public or private, installed in or on Public Ways properties prior to the installation of Grantee's Facilities, shall have preference as to the positioning and location of such utilities so installed with respect to Grantee. Such preference shall continue when relocating or changing the grade of any public properties, in the sole discretion of City.

8.2 Grantee's Facilities shall be constructed and maintained in a manner as to not interfere with any public use, or with any other pipes, wires, conduits, or other facilities that may have been laid in the Public Ways or under City's authority. If Grantee's work under this Franchise damages or interferes in any way with the public use or other facilities, the Grantee shall wholly and at its own expense eliminate the interference or damage to the satisfaction of City.

Section 9. Movement of Grantee's Facilities for Others. Whenever any third-party has obtained permission from City to use any Public Way for moving any oversized load, upon at least 14 days' written notice from City, Grantee shall move any of Grantee's Facilities that may obstruct the movement of the oversized load; provided, that the third party desiring to move the oversized load shall pay all such expenses, and the path for moving the oversized load should be the path of least interference to Grantee's Facilities as determined by City. Upon good cause shown by Grantee, City may require more than 14 days' notice to Grantee to move its Facilities.

Section 10. Acquiring New Facilities. Upon Grantee's acquisition of any new Facilities in the Public Ways, or upon any addition or annexation to City of any area in which Grantee retains any such Facilities in the Public Ways, Grantee shall submit to City a written statement describing all Facilities involved, whether authorized by franchise or any other form of prior right and specifying the location of all such Facilities. Such Facilities shall immediately be subject to the terms of this Franchise.

Section 11. Abandoned Facilities.

11.1 Grantee shall remove any Abandoned Facilities within 60 days of the end of their use for Telecommunication Services purposes unless City agrees otherwise in writing to delay removal due to weather conditions, not to exceed 180 days.

11.2 Grantee shall immediately remove any Abandoned Facility which poses a hazard to the health, safety, or welfare of the public, or the Abandoned Facility has collapsed, broke, or otherwise failed.

11.3 The expense of the removal and restoration of improvements in the Public Ways damaged by the Facility or by its removal process shall be Grantee's sole responsibility. If Grantee

fails to remove the Abandoned Facilities as required, then City may incur costs to remove the Abandoned Facilities, restore the Public Ways, and is entitled to reimbursement from Grantee for all costs.

Section 12. Removal of Facilities at End of Franchise. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Grantee shall remove all Facilities from the Public Ways within 30 days. If Grantee fails to do so, the City may remove the Facilities and will be entitled to full reimbursement for all costs from Grantee for the removal.

Section 13. Undergrounding of Facilities.

13.1 In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires, and cables have been placed underground, Grantee shall not be permitted to erect poles or to run or suspend Facilities unless required to do so by City, but shall lay such wires, cables, or other Facilities underground in the manner specified by City.

13.2 Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, Grantee shall underground its Facilities as specified by City. The location of any relocated and underground Facilities is subject to approval by City. Grantee is encouraged to contact and negotiate with other affected utilities so that all costs for common trenching, common utility vaults, and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all utilities involved in the undergrounding project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as adopted or amended.

Section 14. Construction Standards.

14.1 All work authorized and required by this Franchise shall comply with all generally applicable federal, state, and local regulations, laws, and practices. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agents. Application of this Section fulfills the City's public trustee role in administering the primary use and purpose of public properties, and not for relieving Grantee of any duty, obligation, or responsibility for the competent design, construction, maintenance, and operation of its Facilities. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agencies. Applicable laws include, but are not limited to:

Chapter 11.50 VMC - Utilities in the Right-of-Way;

Chapter 11.60 VMC - Street Use Permits;

Chapter 11.80 VMC - Street and Development Standards;

Chapter 11.90 VMC - Construction in the Right-of-Way;

Chapter 12.04 VMC - Street Trees;

Chapter 19.122 RCW - Underground Utilities (One-Call System);

RCW 58.09.130 - Monuments Disturbed by Construction Activities.

14.2 If Grantee plans or is required to excavate trenches pursuant to this Franchise, Grantee shall notify City so it can permit other franchisees and utilities to share such excavated trenches, provided that such joint use shall not unreasonably delay Grantee's work and such joint use shall not adversely affect Grantee's Facilities or the safety thereof. Joint users will be required to contribute to the costs of excavation and filling on a pro-rata basis.

Section 15. Restoration after Construction or Damage. Grantee shall, after installation,

construction, relocation, maintenance, removal, or repair of its Facilities, restore the Public Ways, land surveyor monuments, and any other City-owned property which may be disturbed by the work to at least the same condition that it was in immediately prior to any such work by Grantee, reasonable wear and tear excepted. City shall have final approval of the condition of such Public Ways and City-owned property after restoration. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Grantee to City facilities for the life of the Franchise. Grantee also agrees to restore all other existing facilities and/or property damaged by Grantee's work, at its sole cost and expense.

Section 16. Emergency Work by Grantee - Permit Waiver. In an emergency in which Grantee's Facilities breaks, is damaged, or if Grantee's construction area is otherwise in a condition to pose an imminent risk to life, health, or safety of any person or property, Grantee shall immediately take proper emergency measures to repair its Facilities, and to cure or remedy the dangerous conditions in order to protect the life, health, or safety of individuals or property without first applying for and obtaining any permit required by the Vancouver Municipal Code or this Franchise. However, this shall not relieve Grantee from the requirement of immediately notifying City of the emergency work by phone or email, and obtaining any permits necessary after the emergency work, not later than the second succeeding day during which the City's Public Works and Permitting offices are open for business.

Section 17. Dangerous Conditions, Authority for City to Abate.

17.1 Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public or City-owned property, City may direct Grantee, at Grantee's sole expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include a compliance schedule set by City.

17.2 In the event Grantee fails or refuses to promptly take the actions directed by City, or if emergency conditions exist requiring immediate action, City may take any actions necessary to protect the public, the Public Ways, City property, third-party property, or other actions in the judgment of City to be necessary safety precautions and Grantee shall be solely liable for any costs.

17.3 City retains the right to move or remove any Facilities in the Public Ways as City determines necessary, appropriate, or useful in response to any public health or safety emergency.

Section 18. Performance Bond Relating to Construction Activity.

18.1 Before undertaking any work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise, whether by Grantee or a third-party that Grantee contracts with to perform the work, Grantee shall furnish to the City a performance bond executed by Grantee and a corporate surety, authorized to operate a surety business in the State of Washington, in the amount of $25,000 to ensure performance of Grantee's obligations under this Franchise.

18.2 The performance bond shall be conditioned to require that Grantee observe all the covenants, terms, conditions, and obligations of this Franchise, including to repair or replace any

defective work or materials discovered in the City's Public Ways. This bond shall remain in effect for the life of this Franchise and is intended to replace the need to get a separate performance bond for each individual project by Grantee. In the event Grantee proposes to construct a project for which this bond would not financially ensure performance of Grantee's obligations under this Franchise, City is entitled to require a larger bond as may be appropriate under the circumstances.

Section 19. Street Vacation. City may vacate any public road, right-of-way, or other City property subject to this Franchise. If City vacates any portion of the area in which Facilities are located, City shall not be liable for any damages or loss to Grantee by reason of the street vacation. Grantee shall remove its Facilities from any vacated right-of-way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area. Any relocation of Facilities resulting from a street vacation shall require a minimum of 180 days' notice as provided for in Section 37 (Notice).

Section 20. Limitation on Future Work. When City constructs a new street or reconstructs an existing street, Grantee shall be subject to applicable regulations relating to when street cuts and excavations may occur.

Section 21. Reservation of Rights by City.

21.1 City reserves the right to refuse any request for a permit to extend Facilities. Any such refusal shall be supported by a written statement from City that extending the Facilities, as proposed, would be detrimental to the public health, safety, or welfare.

21.2 City shall always have the authority to control by appropriate regulation the location, elevation, manner, or construction and maintenance of any Facilities by Grantee, and Grantee shall promptly conform with all such regulations unless compliance would cause Grantee to violate

other legal requirements.

Section 22. Safety. All of Grantee's Facilities shall be constructed and maintained in a safe and operational condition. Grantee shall follow all safety codes and other applicable regulations in the installation, operation, and maintenance of its Facilities.

Section 23. Emergency Response. Grantee shall, within 30 days of the execution of this Franchise, designate one or more responsible people and identify emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being notified of an emergency, Grantee shall cooperate with City to immediately respond to aid in the protection the health and safety of the public.

Section 24. Hazardous Substances. Grantee shall comply with all applicable federal, state and local laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Facilities. Grantee agrees to indemnify City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by City arising out of the release or threat of release of hazardous substances caused by Grantee's ownership or operation of its Facilities.

Section 25. Environmental. Grantee shall comply with all environmental protection laws, rules, recommendations, and regulations of the United States and the State of Washington, and their various subdivisions and agencies as adopted or amended and shall indemnify and hold City harmless from any damages arising from Grantee's noncompliance with any such laws, rules, recommendations, or regulations, whether Grantee's acts or activities were intentional or unintentional. Grantee shall further indemnify City against all losses, costs, and expenses (including legal expenses) which City may incur arising from the requirement of any government

or governmental subdivision or agency to clean and/or remove any pollution caused or permitted by Grantee, whether the requirement is during the term of the Franchise or after its termination.

Section 26. Utility Poles. The Parties acknowledge that any poles which Grantee desires to use for its Facilities are owned by a third-party or parties, and Grantee has entered or will enter into an agreement with the third-party or parties for use of those poles.

Section 27. Insurance.

27.1 Grantee shall maintain liability insurance for all claims for damages to the City, persons, or property that arise from Grantee' performance during this Franchise. Grantee shall maintain at least the following insurance coverage:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability.	
Each Occurrence	$5,000,000
General Aggregate Per Occurrence	$5,000,000
Products & Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$2,000,000
Blanket Contractual Liability	$2,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	$2,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

27.2 In addition to the above coverage and limits, Grantee's insurance shall include:

27.2.1 Additional Insured. The City, its agents, representatives, officers, elected and appointed officials, and employees shall be named as an additional insured on Grantee's Commercial General Liability policy. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

27.2.2 Stop Gap. Either the Commercial General Liability or the Workers' Compensation policy shall be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced shall apply to the Stop Gap coverage as well and indicated on the Certificate.

27.2.3 Employment Security. Grantee shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

27.2.4 The City shall be listed on the Certificate as the Certificate Holder.

27.2.5 Coverage Trigger. The insurance must be written on an "occurrence" basis and must be indicated on the Certificate.

27.3 Grantee shall provide evidence of all insurance required when requested by City by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

27.4 All policies shall be issued by an insurance company licensed to do business in the State of Washington.

Section 28. Indemnification and Waiver.

28.1 Grantee releases and covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from all claims, costs,

judgments, awards, or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

28.1.1 Arising out of the acts or omissions of Grantee, its agents, servants, officers or employees or the construction, placement, operation, or maintenance of its Facilities; or

28.1.2 Based on City's inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized in the Public Ways or property over which City has control pursuant to this Franchise, or pursuant to any other permit or approval issued in connection with this Franchise;

28.2 The provisions of Section 28.1 shall apply to claims by Grantee's own employees and the employees of the Grantee's agents, representatives, contractors, and subcontractors to which Grantee might otherwise be immune pursuant to Title 51 RCW.

28.3 Inspection or acceptance by City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. These indemnification obligations shall extend to claims which have not yet been filed and any claims which may be compromised with Grantee's consent prior to the initiation or culmination of any litigation. City has the right to defend or participate in the defense of any claim and has the right to approve any settlement or other compromise of any claim, provided, Grantee shall not be liable for a settlement or other compromise unless it has consented to it.

28.4 Grantee’s obligations under this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, and expenses were caused by the sole negligence or willful misconduct of City. If a court with jurisdiction determines this Franchise is subject to the

provisions RCW 4.24.115, the Parties agree that these indemnity provisions shall be deemed amended to conform to that statute and liability shall be allocated accordingly.

28.5 Notwithstanding any other provision of this Section, Grantee assumes the risk of damage to its Facilities located in the Public Ways from activities conducted by City, its officers, agents, employees, and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful, or malicious action on the part of City, its officers, agents, employees, or contractors. Grantee releases and waives any such claims against City, its officers, agents, employees, or contractors. Grantee further agrees to indemnify, hold harmless, and defend City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of City, its officers, agents, employees or contractors.

Section 29. Maps and Records Required. Grantee shall provide City at no cost:

29.1 A route map that depicts the general location of Grantee's Facilities placed in the Public Way. The route map shall identify Facilities as aerial or underground and is not required to depict cable types, number of fibers or cables, electronic equipment, and service lines to individual subscribers. Grantee shall also provide an electronic format of the aerial/underground telecommunications facilities in relation to the Public Way centerline reference to allow City to add this information to the City's Geographic Information System ("GIS") program. GIS information shall be delivered to City by December 1, except as allowed in Section 29.4.

29.2 In addition to Section 29.1, City may request that Grantee provide Facility-specific information as needed for specific projects to avoid harm to Grantee's Facilities. To the extent such requests are limited to specific Facilities at a given location in connection with any City construction project, Grantee shall provide to City upon request with reasonable notice, copies of available drawings in use by Grantee showing the location of its Facilities. Grantee shall field locate its Facilities to facilitate design and planning of City projects.

29.3 Upon written request of City, Grantee shall provide City with the most recent update available of any plan to install additional Facilities. Any documents provided to City pursuant to Section 29.3 shall be deemed confidential and for informational purposes only and shall not obligate Grantee to undertake any specific improvements.

29.4 In addition to the requirements of Section 29.1, the Parties agree to periodically share GIS files upon written request, provided Grantee's GIS files are to be used solely by City for governmental purposes. Any files provided by City to Grantee shall be restricted to information necessary for Grantee's engineering needs for construction or maintenance of Facilities. Grantee is prohibited from selling or transferring City GIS information to any third parties.

Section 30. Public Record Act Compliance. Any public record relating to this Franchise may be subject to inspection and copying pursuant to Washington's Public Record Act, chapter 42.56 RCW. City will provide Grantee a copy of a public record request that seeks to inspect or copy a "writing" as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Grantee may have in its possession. City will inform Grantee of the records it plans to disclose to the requestor. If Grantee disagrees with City's

determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Grantee an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. If Grantee seeks judicial protection, Grantee will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as City acted in good faith in releasing the records.

Section 31. Modification. City and Grantee reserve the right to modify the terms of this Franchise upon the written agreement of both Parties. Any modification(s) shall be by ordinance of the City Council and accepted by the Grantee.

Section 32. Survival. All provisions, conditions, and requirements of this Franchise shall be in addition to all other obligations and liabilities Grantee may have to the City at common law or by statute. In the event any Facilities are left in the Public Ways following the expiration or termination of this Franchise, then the provisions and requirements of Sections 7 (Relocation of Facilities), 8 (Non-Interference with Existing Facilities), 9 (Movement of Grantee's Facilities for Others), 11 (Abandoned Facilities), 12 (Removal of Facilities at End of Franchise), 14 (Construction Standards), 15 (Restoration after Construction or Damage), 16 (Emergency Work by Grantee), 17 (Dangerous Conditions – Authority for City to Abate), 22 (Safety), 24 (Hazardous Substances), 25 (Environmental), 28 (Indemnification), 33 (Severability), 34 (Assignment), 35 (Choice of Law), 36 (Remedies), and 37 (Notice) shall survive the expiration or termination of this Franchise, and any renewals or extensions remain effective until Grantee removes its Facilities from the Public Ways or transfers ownership of its Facilities to a third party. All provisions, conditions, regulations, and requirements in this Franchise shall further be binding upon the heirs,

successors, executors, administrators, legal representatives, and assigns of Grantee. All privileges, obligations, and liabilities of Grantee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

Section 33. Severability. If a court with jurisdiction over the matter determines any clause of this Franchise is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Franchise will remain in full force and effect.

Section 34. Assignment.

34.1 This Franchise may not be assigned or transferred without the written approval of City, which shall not be unreasonably withheld or delayed, except Grantee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. In the event a transfer or assignment of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("UTC"), City will be deemed to have consented to the transfer. Grantee shall provide City with a copy of any UTC approval. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to City of any such assignment.

34.2 Grantee may, in addition and without the prior written consent of City:

34.2.1 Lease the Facilities or any portion thereof to another Person, provided, the other Person shall obtain a City franchise;

34.2.2 Grant an Indefeasible Right of User Interest in the Facilities, in whole or in part, to another Person; or

34.2.3 Offer or provide capacity or bandwidth in its Facilities to another Person;

Provided, that Grantee retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of this Franchise.

Section 35. Choice of Law. Any litigation between City and Grantee arising under or regarding this Franchise shall occur in Clark County Superior Court if a state action, and in the United States District Court, Western District of Washington if a federal action. Each Party shall pay their own costs and attorney fees.

Section 36. Remedies. Remedies under this Franchise are cumulative; exercise of one remedy will not exclude or waive any other remedy.

Section 37. Notice. Any notice or information to be given to the Parties under this Franchise may be sent to the following addresses unless otherwise specified in writing:

City:
City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Grantee:
Hyperfiber of Washington d/b/a
Ripple Fiber, LLC.
Attn: Josh Runyan, Chief Legal Officer
6000 Fairview Rd., Suite 300
Charlotte, NC 28210

with an additional copy to:
Josh@ripplefiber.com

Notice is effective upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

ORDINANCE - 23
Does not require codification

Section 38. Entire Agreement. This Franchise constitutes the entire agreement between the Parties and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon approval and acceptance of this Franchise. This Franchise shall also supersede and cancel any previous right or claim of Grantee to occupy the City's Public Ways

Section 39. Acceptance. Within 60 days after the passage and approval of this Ordinance, this Franchise may be accepted by Grantee by providing the City Clerk its written acceptance. Failure by Grantee return a fully executed Franchise within the 60 days shall be deemed a rejection of the terms and this Ordinance shall have no legally binding effect.

Section 40. Effective Date. Subject to compliance with Section 39 for acceptance of the terms of the Franchise, this Ordinance shall become effective five days from its final passage by the Vancouver City Council pursuant to City Charter.

SIGNED this _____ day of _____, 2025.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

ORDINANCE - 24
Does not require codification

Accepted by _____:

By:_____
Name and official capacity

Grantee, _____, for itself, it successors, and assigns, accepts all terms and conditions of this Franchise.

In witness whereof, _____ has signed this _____th day of _____, 20___.

_____
Notary Public in and for the state of _____
Residing in _____
My commission expires _____

ORDINANCE - 25
Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to management of the public rights-of-way, granting to Hyperfiber of Washington, LLC d/b/a Ripple Fiber and its affiliates, a limited liability company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon along, and across public rights-of-way of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to the franchise; providing for setting an effective date and conditions.

The full text of this Ordinance will be mailed upon request. Contact City Records at 360-487-8480, or via citypdr@cityofvancouver.us.

ORDINANCE - 26
Does not require codification

AN ORDINANCE relating to management of the public rights-of-way, granting to Forged Fiber 37, LLC, a Delaware limited liability company ("Grantee"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions. Grantee and City are sometimes collectively referred to as the "Parties."

Staff Report: 222-25

To: Mayor and City Council
From: City Manager
Date: December 15, 2025

Subject
Right-of-Way Telecommunications Franchise Ordinance Agreement for Forged Fiber 37 LLC

Key Points
The proposed franchise Ordinance establishes the terms and conditions to construct and maintain telecommunications facilities within the City's rights-of-way. This would be a 10-year, non-exclusive franchise which can be extended by mutual agreement of the parties for up to one additional five-year period.

Strategic Plan Alignment
Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Present Situation
Forged Fiber 37 is acquiring all fiber facilities currently owned by Lumen, who was not required under Washington law to have a franchise from the City. Forged Fiber 37 is, however, required to get a City franchise to operate telecommunication facilities in the City's rights-of-way. A franchise would allow Forged Fiber 37 to occupy and utilize portions of the City's rights-of-way for the purpose of installing, maintaining, and operating a fiber broadband business. Cities cannot deny the grant of a franchise like this, but may require a permit or franchise for the use of its rights-of-way for telecommunications facilities pursuant to RCW 35.99.030. The City is precluded from charging a franchise fee for this use pursuant to RCW 35.21.860.

The proposed Ordinance establishes the mandatory terms and conditions under which the franchisee must maintain and operate its telecommunications facilities within the rights-of-way. The City has granted several similar non-exclusive telecommunications franchises to different companies, and federal law requires that the franchise terms not put one or more other franchisees at a competitive disadvantage relative to other providers. As such, these franchises tend to be very similar over time.

City staff negotiated the terms of this proposed franchise ordinance with Forged Fiber 37 in a way that balances local aesthetics, character, public health and welfare, and maintaining City control of its streets, while also gaining technological benefits and connectivity for the City's residents and businesses to the greatest extent possible.

Advantage(s)

This proposed franchise would formalize the terms and conditions for Forged Fiber 37's use of the City's rights-of-way.

Challenge(s)
Installation of new facilities can result in temporary disruptions for adjoining property owners, however our right-of-way inspection team works with the fiber providers to minimize these disruptions. Fortunately, Forged Fiber 37 will be taking over a well-established fiber network that will require less disruption in the right-of-way than would be the case for a company building a new network from scratch.

Budget Impact
None

Prior Council Review
November 3, 2025 - Consent Agenda

Action Requested
On Monday, December 15, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

Staff Contact
Aaron Lande, Assistant City Manager, Cary Driskell, Assistant City Attorney,
aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

Attachments:
1. Ordinance

ORDINANCE M - _____

AN ORDINANCE relating to management of the public rights-of-way, granting to Forged Fiber 37, LLC, a Delaware limited liability company ("Grantee"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions. Grantee and City are sometimes collectively referred to as the "Parties."

WHEREAS, Vancouver Charter Section 2.05 states City Council shall have the power to enact ordinances. Pursuant to Vancouver Charter Section 2.12, the granting, renewal or extension of a franchise shall be by ordinance, and no ordinance granting a franchise shall be finally passed until 30 days have expired after its introduction; and

WHEREAS, Grantee is a telecommunication company that provides data services to its customers; and

WHEREAS, Grantee has requested that the City grant it the right to install, operate, and maintain telecommunication Facilities within the Public Ways of the City for the purpose of offering Telecommunication Services to the public; and

WHEREAS, the City Council has the authority to grant franchises for the use of its Public Ways pursuant to Vancouver Charter 2.05 and 2.12, RCW 35.22.280 and chapter 35.99 RCW; and

WHEREAS, this Franchise is being approved at least 30 days after its introduction pursuant to Vancouver Charter Section 2.12; and

WHEREAS, the Council finds that the grant of the Franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public, and protects the health, safety, and welfare of the citizens of this City.

NOW, THEREFORE, the City Council of the City of Vancouver, Clark County, Washington, ordains as follows:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

“Abandoned Facilities” means Facilities which have not been used to provide Telecommunication Services for a period of at least 90 days.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with Grantee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

“Construction” or “Construct” shall mean constructing, digging, excavating, laying, testing, operating, extending, upgrading, renewing, removing, replacing, and repairing a Facility.

“Day” means a 24-hour period beginning at 12:01 a.m. If a thing or act is to be done in less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation of time.

“Effective Date” means, subject to compliance with Section 39 for acceptance of the terms of the Franchise, five days from and after ordinance final passage by the Vancouver City Council, pursuant to City Charter.

“Facilities” means any of the plant, equipment, fixtures, appurtenances, antennas, and other facilities owned or operated by Grantee which are necessary to furnish and deliver Telecommunication Services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of Telecommunication Services in the Public Ways. The abandonment by Grantee of any Facilities as defined herein shall not act to remove them from this definition.

"FCC" means the Federal Communications Commission or any successor governmental entity.

"Franchise" (sometimes referred to as Ordinance) means the legal document issued by the City which grants rights to Grantee to construct and operate its Facilities to provide Telecommunication Services.

"Grantee" means Forged Fiber 37, LLC, a Delaware limited liability company registered to do business in Washington, or its lawful successor, transferee, or assignee.

“Hazardous Substances” shall have the same meaning as RCW 70.105D.020(10).

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunication system in which the holder of the interest possesses a right to use the Facilities for the purpose of providing Telecommunication Services, but not the right to control, maintain, construct, or revise the Facilities.

“Permittee” means a person or entity who has been granted a permit by the City.

"Person" means an individual, partnership, limited liability company, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" means the surface of, and any space on, above or below, any street, public right-of-way, or utility easement for which the City now or in the future holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Facilities. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunication as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City and includes any additions by annexation or other legal means.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Service from Grantee with Grantee's express permission.

“Telecommunication Services” means any telecommunication service pursuant to RCW 35.99.010(7), excluding cable television service pursuant to RCW 35.99.010(1) and further excluding personal wireless services pursuant to RCW 35.99.010(4), provided by Grantee over its Facilities, either directly or as a carrier for its subsidiaries, Affiliates, or customers.

Section 2. Authority Granted. City grants to Grantee a Franchise to install, construct, operate, maintain, replace and use all Facilities in, under, on, across, over, through, along or below the Public Ways of the City for the purpose of providing Telecommunication Services, as approved under City permits issued pursuant to this Franchise or the Vancouver Municipal Code.

Section 3. Term of Franchise. The Term of this Franchise shall be for 10 years beginning on the Effective Date. This Franchise may be renewed for an additional five-year term. If Grantee desires to renew, Grantee shall notify City not later than 180 days prior to the expiration of this Franchise of its desire to renew. City shall respond to the request for the renewal not later than 120 days prior to the expiration date, and may request renegotiation, addition, or deletion of any term at that time. If Grantee does not request renewal, this Franchise shall be deemed terminated. Any renewal must be approved by ordinance of the City Council.

Section 4. Revocation. This Franchise may be revoked by the City Council by subsequent ordinance in the event Grantee fails after Grantee's receipt of any required notice or demand to comply with any term of this Franchise, but the City shall have no obligation to do so. No forbearance by City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of City's right to enforce the term.

Section 5. Recovery of Costs; Taxes.

5.1 Grantee shall reimburse the City for all costs of one publication of a summary of this Franchise in the City's official newspaper, any required legal notices prior to any public hearing regarding this Franchise, and all permit and inspection fees associated with activities undertaken through this Franchise or under City Code, all pursuant to RCW 35.21.860.

5.2 City may recover from Grantee any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon City and Grantee's agreement that Grantee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6). As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. The City reserves its right to impose a fee on Grantee to the extent authorized

by law, for purposes other than to recover its administrative expenses, in the event that statutory prohibitions on the imposition of such fees are removed, or Grantee no longer falls within the definition of "service provider" in RCW 35.99.010(6). Under those circumstances, the City also reserves its right to require that Grantee obtain a separate franchise for its change in use, which may include provisions intended to regulate Grantee's operations. Nothing in this Franchise shall limit the City's right of taxation as authorized by current or future law.

Section 6. Non-Exclusivity. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises or permits in any Public Ways. The grant of this and other franchises shall, in no way, prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them.

Section 7. Relocation of Facilities.

7.1 City shall have prior and superior right to the use of its Public Ways and other public properties for installation and maintenance of its facilities and for other governmental purposes. City retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacation of the same as City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways and other public properties of every type. Any removal or replacement of Grantee's Facilities shall be at the sole expense of Grantee unless otherwise required by RCW 35.99.060. If Grantee fails to remove, adjust, or relocate its Facilities by the date established in the City's written notice to Grantee (but in no event less than 60 days) and consistent with RCW 35.99.060, City may cause and/or effect the removal, adjustment, or relocation, and the expense shall be paid solely by Grantee. Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same Public

Way upon approval by City, any portion of its Facilities required to be temporarily disconnected or removed.

7.2 If the City determines that the public improvement project necessitates the relocation of Grantee's then-existing Facilities, City shall:

7.2.1 At least 60 days prior to the commencement of the public improvement project provide Grantee with written notice requiring such relocation; and

7.2.2 Provide Grantee with copies of pertinent portions of the plans and specifications for such public improvement project and a proposed location for Grantee's Facilities so that Grantee may relocate them in other Public Ways to accommodate the public improvement project.

7.2.3 After receipt of such notice and such plans and specification, Grantee shall complete relocation of its Facilities at no charge or expense to City to accommodate the public improvement project pursuant to RCW 35.99.060(2).

7.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to City written alternatives to such relocation. City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. If requested by City, Grantee shall submit additional information to assist City in making such evaluation. City shall give each alternative proposed by Grantee full and fair consideration. In the event City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its Facilities as otherwise provided in this Section.

7.4 The provisions of this Section shall not preclude or restrict Grantee from making any

arrangements it deems appropriate when responding to a request for relocation of its Facilities by any person or entity other than City where the Facilities to be constructed are not or will not become City owned, operated, or maintained facilities provided that such arrangements do not delay a City construction project without prior written City approval.

7.5 If the City, a contractor for City, or other third-party utility provider with facilities located in the Public Ways is delayed at any time in the progress of their work by an act or neglect of Grantee or those acting for or on behalf of Grantee, then Grantee shall indemnify, defend if requested by the City, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees to the extent arising out of or in connection with such delays, except for delays and damages caused by City, its officers, employees, agents, representatives, or contractors. This provision may not be waived by the Parties except in writing.

Section 8. Non-Interference with Existing Facilities.

8.1 The owners of all utilities, public or private, installed in or on Public Ways properties prior to the installation of Grantee's Facilities, shall have preference as to the positioning and location of such utilities so installed with respect to Grantee. Such preference shall continue when relocating or changing the grade of any public properties, in the sole discretion of City.

8.2 Grantee's Facilities shall be constructed and maintained in a manner as to not interfere with any public use, or with any other pipes, wires, conduits, or other facilities that may have been laid in the Public Ways or under City's authority. If Grantee's work under this Franchise damages or interferes in any way with the public use or other facilities, the Grantee shall wholly and at its own expense eliminate the interference or damage to the satisfaction of City.

Section 9. Movement of Grantee's Facilities for Others. Whenever any third-party has obtained permission from City to use any Public Way for moving any oversized load, upon at least 14 days' written notice from City, Grantee shall move any of Grantee's Facilities that may obstruct the movement of the oversized load; provided, that the third party desiring to move the oversized load shall pay all such expenses, and the path for moving the oversized load should be the path of least interference to Grantee's Facilities as determined by City. Upon good cause shown by Grantee, City may require more than 14 days' notice from the third-party to Grantee to move its Facilities.

Section 10. Acquiring New Facilities. Upon Grantee's acquisition of any new Facilities in the Public Ways, or upon any addition or annexation to City of any area in which Grantee retains any such Facilities in the Public Ways, Grantee shall submit to City a written statement describing all Facilities involved, whether authorized by franchise or any other form of prior right and specifying the location of all such Facilities. Such Facilities shall immediately be subject to the terms of this Franchise.

Section 11. Abandoned Facilities.

11.1 Grantee shall remove any Abandoned Facilities within 60 days of the end of their use for Telecommunication Services purposes unless City agrees otherwise in writing to delay removal due to weather conditions, not to exceed 180 days.

11.2 Grantee shall immediately remove any Abandoned Facility which poses a hazard to the health, safety, or welfare of the public, or the Abandoned Facility has collapsed, broke, or otherwise failed.

11.3 The expense of the removal and restoration of improvements in the Public Ways damaged by the Facility or by its removal process shall be Grantee's sole responsibility. If Grantee fails to remove the Abandoned Facilities as required, then City may incur costs to remove the Abandoned Facilities, restore the Public Ways, and is entitled to reimbursement from Grantee for all costs.

Section 12. Removal of Facilities at End of Franchise. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Grantee shall remove all Facilities from the Public Ways within 60 days unless City agrees otherwise in writing to delay removal due to weather conditions, not to exceed 180 days. If Grantee fails to do so, the City may remove the Facilities and will be entitled to full reimbursement for all costs from Grantee for the removal.

Section 13. Undergrounding of Facilities.

13.1 In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires, and cables have been placed underground, Grantee shall not be permitted to erect poles or to run or suspend Facilities unless required to do so by City, but shall lay such wires, cables, or other Facilities underground in the manner specified by City.

13.2 Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, Grantee shall underground its Facilities as specified by City. The location of any relocated and underground Facilities is subject to approval by City. Grantee is encouraged to contact and negotiate with other affected utilities so that all costs for common trenching, common utility vaults, and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all utilities

involved in the undergrounding project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as adopted or amended.

Section 14. Construction Standards.

14.1 All work authorized and required by this Franchise shall comply with all generally applicable federal, state, and local regulations, laws, and practices. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors or agents. Application of this Section fulfills the City's public trustee role in administering the primary use and purpose of public properties, and not for relieving Grantee of any duty, obligation, or responsibility for the competent design, construction, maintenance, and operation of its Facilities. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors or agencies. Applicable laws include, but are not limited to:

Chapter 11.50 VMC - Utilities in the Right-of-Way;

Chapter 11.60 VMC - Street Use Permits;

Chapter 11.80 VMC - Street and Development Standards;

Chapter 11.90 VMC - Construction in the Right-of-Way;

Chapter 12.04 VMC - Street Trees;

Chapter 19.122 RCW - Underground Utilities (One-Call System);

RCW 58.09.130 - Monuments Disturbed by Construction Activities.

14.2 If Grantee plans or is required to excavate trenches pursuant to this Franchise, Grantee shall notify City so it can permit other franchisees and utilities to share such excavated trenches, provided that such joint use shall not unreasonably delay Grantee's work and such joint use shall

not adversely affect Grantee's Facilities or the safety thereof. Joint users will be required to contribute to the costs of excavation and filling on a pro-rata basis.

Section 15. Restoration after Construction or Damage. Grantee shall, after installation, construction, relocation, maintenance, removal, or repair of its Facilities, restore the Public Ways, land surveyor monuments, and any other City-owned property which may be disturbed by the work to at least the same condition that it was in immediately prior to any such work by Grantee, reasonable wear and tear excepted. City shall have final approval of the condition of such Public Ways and City-owned property after restoration. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Grantee to City facilities for the life of the Franchise. Grantee also agrees to restore all other existing facilities and/or property damaged by Grantee's work, at its sole cost and expense.

Section 16. Emergency Work by Grantee - Permit Waiver. In an emergency in which Grantee's Facilities break or are damaged, or if Grantee's construction area is otherwise in a condition to pose an imminent risk to life, health, or safety of any person or property, Grantee shall immediately take proper emergency measures to repair its Facilities, and to cure or remedy the dangerous conditions in order to protect the life, health, or safety of individuals or property without first applying for and obtaining any permit required by the Vancouver Municipal Code or this Franchise. However, this shall not relieve Grantee from the requirement of immediately notifying City of the emergency work by phone or email, and obtaining any permits

necessary after the emergency work, not later than the second succeeding day during which the City's Public Works and Permitting offices are open for business.

Section 17. Dangerous Conditions, Authority for City to Abate.

17.1 Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public or City-owned property, City may direct Grantee, at Grantee's sole expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include a compliance schedule set by City.

17.2 In the event Grantee fails or refuses to promptly take the actions directed by City, or if emergency conditions exist requiring immediate action, City may take any actions necessary to protect the public, the Public Ways, City property, third-party property, or other actions in the judgment of City to be necessary safety precautions and Grantee shall be solely liable for any costs.

17.3 City retains the right to move or remove any Facilities in the Public Ways as City determines necessary, appropriate, or useful in response to any public health or safety emergency.

Section 18. Performance Bond Relating to Construction Activity.

18.1 Before undertaking any work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise, whether by Grantee or a third-party that Grantee contracts with to perform the work, Grantee shall furnish to the City a performance bond executed by Grantee and a corporate surety, authorized to operate a surety business in the State of Washington, in the amount of $25,000 to ensure performance of Grantee's obligations under this

Franchise.

18.2 The performance bond shall be conditioned to require that Grantee observe all the covenants, terms, conditions, and obligations of this Franchise, including to repair or replace any defective work or materials discovered in the City's Public Ways. This bond shall remain in effect for the life of this Franchise and is intended to replace the need to get a separate performance bond for each individual project by Grantee. In the event Grantee proposes to construct a project for which this bond would not financially ensure performance of Grantee's obligations under this Franchise, City is entitled to require a larger bond as may be appropriate under the circumstances.

Section 19. Street Vacation. City may vacate any public road, right-of-way, or other City property subject to this Franchise. If City vacates any portion of the area in which Facilities are located, City shall not be liable for any damages or loss to Grantee by reason of the street vacation. Grantee shall remove its Facilities from any vacated right-of-way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area. Any relocation of Facilities resulting from a street vacation shall require a minimum of 180 days' notice as provided for in Section 37 (Notice).

Section 20. Limitation on Future Work. When City constructs a new street or reconstructs an existing street, Grantee shall be subject to applicable regulations relating to when street cuts and excavations may occur.

Section 21. Reservation of Rights by City.

21.1 City reserves the right to refuse any request for a permit to extend Facilities. Any such refusal shall be supported by a written statement from City that extending the Facilities, as proposed, would be detrimental to the public health, safety, or welfare.

21.2 City shall always have the authority to control by appropriate regulation the location, elevation, manner, or construction and maintenance of any Facilities by Grantee, and Grantee shall promptly conform with all such regulations unless compliance would cause Grantee to violate other legal requirements.

Section 22. Safety. All of Grantee's Facilities shall be constructed and maintained in a safe and operational condition. Grantee shall follow all safety codes and other applicable regulations in the installation, operation, and maintenance of its Facilities.

Section 23. Emergency Response. Grantee shall, within 30 days of the execution of this Franchise, designate one or more responsible people and identify emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being notified of an emergency, Grantee shall cooperate with City to immediately respond to aid in the protection the health and safety of the public.

Section 24. Hazardous Substances. Grantee shall comply with all applicable federal, state and local laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Facilities. Grantee agrees to indemnify City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by City arising out of the release or threat of release of hazardous substances caused by Grantee's ownership or operation of its Facilities except to the extent caused by the negligent, willful or malicious actions or omissions of City, its officers, employees, agents, representatives, or contractors.

Section 25. Environmental. Grantee shall comply with all environmental protection laws, rules, recommendations, and regulations of the United States and the State of Washington, and their various subdivisions and agencies as adopted or amended and shall indemnify and hold City

harmless from any damages arising from Grantee's noncompliance with any such laws, rules, recommendations, or regulations, whether Grantee's acts or activities were intentional or unintentional, except to the extent caused by the negligent, willful or malicious actions or omissions of City, its officers, employees, agents, representatives, or contractors. Grantee shall further indemnify City against all losses, costs, and expenses (including legal expenses) which City may incur arising from the requirement of any government or governmental subdivision or agency to clean and/or remove any pollution caused or permitted by Grantee, whether the requirement is during the term of the Franchise or after its termination, except to the extent caused by the negligent, willful or malicious actions or omissions of City, its officers, employees, agents, representatives, or contractors,.

Section 26. Utility Poles. The Parties acknowledge that any poles that Grantee desires to use for its Facilities are owned by Grantee or a third-party or parties, and, if owned by a third-party or parties, Grantee has entered or will enter into an agreement with the third-party or parties for use of those poles. City has areas in which construction of new utility poles may be prohibited. The City's Public Works Director may work with Grantee, in their discretion applied in a non-discriminatory manner, to determine appropriate solutions.

Section 27. Insurance.

27.1 Grantee shall maintain liability insurance for all claims for damages to the City, persons, or property that arise from Grantee's performance during this Franchise. Grantee shall maintain at least the following insurance coverage:

COVERAGE	LIMITS OF LIABILITY

I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability.	
Each Occurrence	$5,000,000
General Aggregate Per Occurrence	$5,000,000
Products & Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$2,000,000
Blanket Contractual Liability	$2,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	$2,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

27.2 In addition to the above coverage and limits, Grantee's insurance shall include:

27.2.1 Additional Insured. The City, its agents, representatives, officers, elected and appointed officials, and employees shall be named as an additional insured on Grantee's Commercial General Liability policy. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

27.2.2 Stop Gap. Either the Commercial General Liability or the Workers' Compensation policy shall be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced shall apply to the Stop Gap coverage as well and indicated on the Certificate.

27.2.3 Employment Security. Grantee shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

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27.2.4 The City shall be listed on the Certificate as the Certificate Holder.

27.2.5 Coverage Trigger. The insurance must be written on an "occurrence" basis and must be indicated on the Certificate.

27.3 Grantee shall provide evidence of all insurance required when requested by City by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

27.4 All policies shall be issued by an insurance company licensed to do business in the State of Washington.

Section 28. Indemnification and Waiver.

28.1 Grantee releases and covenants not to bring suit and agrees to indemnify, defend if requested by City, and hold harmless the City, its officers, employees, agents, and representatives from all claims, costs, judgments, awards, or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

28.1.1 Arising out of the acts or omissions of Grantee, its agents, servants, officers or employees or the construction, placement, operation, or maintenance of its Facilities; or

28.1.2 Based on City's inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized in the Public Ways or property over which City has control pursuant to this Franchise, or pursuant to any other permit or approval issued in connection with this Franchise;

28.2 The provisions of Section 28.1.1 shall apply to claims by Grantee's own employees and the employees of the Grantee's agents, representatives, contractors, and subcontractors to which Grantee might otherwise be immune pursuant to Title 51 RCW.

28.3 Inspection or acceptance by City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of

indemnification. These indemnification obligations shall extend to claims which have not yet been filed and any claims which may be compromised with Grantee's consent prior to the initiation or culmination of any litigation. City has the right to defend or participate in the defense of any claim and has the right to approve any settlement or other compromise of any claim, provided, Grantee shall not be liable for a settlement or other compromise unless it has consented to it.

28.4 Grantee's obligations under this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, and expenses were caused by the negligent, willful or malicious actions or omissions of City, its officers, employees, agents, representatives, or contractors. If a court with jurisdiction determines this Franchise is subject to the provisions RCW 4.24.115, the Parties agree that these indemnity provisions shall be deemed amended to conform to that statute and liability shall be allocated accordingly.

28.5 Notwithstanding any other provision of this Section, Grantee assumes the risk of damage to its Facilities located in the Public Ways from activities conducted by City, its officers, agents, employees, and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful, or malicious action or omissions on the part of City, its officers, agents, employees, representatives, or contractors. Grantee releases and waives any such claims against City, its officers, agents, employees, representatives, or contractors except to the extent the claim is caused by or arises from the negligent, willful, or malicious action on the part of City, its officers, agents, employees, representatives, or contractors. Grantee further agrees to indemnify, hold harmless, and defend City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Grantee's

Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by City, its officers, agents, employees, representatives, or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of City, its officers, agents, employees, representatives, or contractors.

Section 29. Maps and Records Required. Grantee shall provide City at no cost:

29.1 A route map that depicts the general location of Grantee's Facilities placed in the Public Way. The route map shall identify Facilities as aerial or underground and is not required to depict cable types, number of fibers or cables, electronic equipment, and service lines to individual subscribers. Grantee shall also provide an electronic format of the aerial/underground telecommunications facilities in relation to the Public Way centerline reference to allow City to add this information to the City's Geographic Information System ("GIS") program. GIS information shall be delivered to City by December 1, except as allowed in Section 29.4.

29.2 In addition to Section 29.1, City may request that Grantee provide Facility-specific information as needed for specific projects to avoid harm to Grantee's Facilities. To the extent such requests are limited to specific Facilities at a given location in connection with any City construction project, Grantee shall provide to City upon request with reasonable notice, copies of available drawings in use by Grantee showing the location of its Facilities. Grantee shall field locate its Facilities to facilitate design and planning of City projects.

29.3 Upon written request of City, Grantee shall provide City with the most recent update available of any plan to install additional Facilities. Any documents provided to City pursuant to

Section 29.3 shall be deemed confidential and for informational purposes only and shall not obligate Grantee to undertake any specific improvements.

29.4 In addition to the requirements of Section 29.1, the Parties agree to periodically share GIS files upon written request, provided Grantee's GIS files are to be used solely by City for governmental purposes. Any files provided by City to Grantee shall be restricted to information necessary for Grantee's engineering needs for construction or maintenance of Facilities. Grantee is prohibited from selling or transferring City GIS information to any third parties.

Section 30. Public Records Act Compliance. Any public record relating to this Franchise may be subject to inspection and copying pursuant to Washington's Public Records Act, chapter 42.56 RCW. City will provide Grantee a copy of a public record request that seeks to inspect or copy a "writing" as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Grantee may have in its possession. City will inform Grantee of the records it plans to disclose to the requestor. If Grantee disagrees with City's determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Grantee an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. If Grantee seeks judicial protection, Grantee will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as City acted in good faith in releasing the records.

Section 31. Modification. City and Grantee reserve the right to modify the terms of this Franchise upon the written agreement of the Parties. Any agreed modification(s) must be

approved by ordinance of the City Council and accepted by the Grantee before it can become effective.

Section 32. Survival. All provisions, conditions, and requirements of this Franchise shall be in addition to all other obligations and liabilities Grantee may have to the City at common law or by statute. In the event any Facilities are left in the Public Ways following the expiration or termination of this Franchise, then the provisions and requirements of Sections 7 (Relocation of Facilities), 8 (Non-Interference with Existing Facilities), 9 (Movement of Grantee's Facilities for Others), 11 (Abandoned Facilities), 12 (Removal of Facilities at End of Franchise), 14 (Construction Standards), 15 (Restoration after Construction or Damage), 16 (Emergency Work by Grantee), 17 (Dangerous Conditions – Authority for City to Abate), 22 (Safety), 24 (Hazardous Substances), 25 (Environmental), 28 (Indemnification), 33 (Severability), 34 (Assignment), 35 (Choice of Law), 36 (Remedies), and 37 (Notice) shall survive the expiration or termination of this Franchise, and any renewals or extensions remain effective until Grantee removes its Facilities from the Public Ways or transfers ownership of its Facilities to a third party. All provisions, conditions, regulations, and requirements in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of Grantee. All privileges, obligations, and liabilities of Grantee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

Section 33. Severability. If a court with jurisdiction over the matter determines any clause of this Franchise is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Franchise will remain in full force and effect.

Section 34. Assignment.

34.1 This Franchise may not be assigned or transferred without the written approval of City, which shall not be unreasonably withheld or delayed, except Grantee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation, or as part of any corporate financing, reorganization, or refinancing. In the event a transfer or assignment of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("UTC"), City will be deemed to have consented to the transfer. Grantee shall provide City with a copy of any UTC approval. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to City of any such assignment.

34.2 Grantee may, in addition and without the prior written consent of City:

34.2.1 Lease the Facilities or any portion thereof to another Person, provided, the other Person shall obtain a City franchise;

34.2.2 Grant an Indefeasible Right of User Interest in the Facilities, in whole or in part, to another Person; or

34.2.3 Offer or provide capacity or bandwidth in its Facilities to another Person;

Provided, that Grantee retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of this Franchise.

Section 35. Choice of Law. Any litigation between City and Grantee arising under or regarding this Franchise shall occur in Clark County Superior Court if a state action, and in the

United States District Court, Western District of Washington if a federal action. Each Party shall pay their own costs and attorney fees.

Section 36. Remedies. Remedies under this Franchise are cumulative; exercise of one remedy will not exclude or waive any other remedy.

Section 37. Notice. Any notice or information to be given to the Parties under this Franchise may be sent to the following addresses unless otherwise specified in writing:

City:
City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Grantee:
Forged Fiber 37, LLC c/o Attn: Legal
Dept. – Network Operations
Re: Vancouver/Ordinance M - _____(WA)
208 S. Akard Street
Dallas, TX 75202-4206

with an additional copy to:
FF_Right_of_Way@att.com

Notice is effective upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 38. Entire Agreement. This Franchise constitutes the entire agreement between the Parties and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon approval and acceptance of this Franchise. This Franchise shall also supersede and cancel any previous right or claim of Grantee to occupy the City's Public Ways

Section 39. Acceptance. Within 60 days after the passage and approval of this Ordinance, this Franchise may be accepted by Grantee by providing the City Clerk its written acceptance. Failure by Grantee return a fully executed Franchise within the 60 days shall be deemed a rejection of the terms and this Ordinance shall have no legally binding effect.

Section 40. Effective Date. Subject to compliance with Section 39 for acceptance of the terms of the Franchise, this Ordinance shall become effective five days from and after its final passage by the Vancouver City Council pursuant to City Charter.

SIGNED this _____ day of _____, 2025.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

ORDINANCE - 25
Does not require codification

Accepted by Forged Fiber 37, LLC, a Delaware limited liability company:

By:_____
Name and official capacity

Grantee, Forged Fiber 37, LLC, a Delaware limited liability company, for itself, its successors, and assigns, accepts all terms and conditions of this Franchise.

In witness whereof, _____ has signed this _____th day of _____, 2025.

_____
Notary Public in and for the state of _____
Residing in _____
My commission expires _____

ORDINANCE - 26
Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to management of the public rights-of-way, granting to Forged Fiber 37, LLC, a Delaware limited liability company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon along, and across public rights-of-way of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to the franchise; providing for setting an effective date and conditions.

The full text of this Ordinance will be mailed upon request. Contact City Records at 360-487-8480, or via citypdr@cityofvancouver.us.

ORDINANCE - 27
Does not require codification

CITY OF Vancouver WASHINGTON

January 7, 2026

Dear Clark County Legislative Delegation,

The Vancouver City Council is writing to you today to ask that you support continued state funding for local homelessness programs and to continue working to support policies that encourage the production of more affordable housing. The City of Vancouver, as part of the Ending Community Homelessness Organization (ECHO), is concerned about the continued availability of homelessness services and the rising costs of housing for our residents.

In support of ECHO's priorities, the Vancouver City Council requests that you do everything in your power to:

- Maintain state homelessness service funding, including continued backfill of document recording fees.
- Continue working to promote solutions that increase the supply of affordable housing and reduce the number of those becoming homeless due to inability to afford housing.
- Provide oversight to ensure internal coordination and communication between various state departments, divisions, and agencies that provide housing and homelessness related service and funding to better support local governments and service providers in their efforts to eliminate homelessness.
- Provide tools, increased and more flexible funding, planning support, and technical assistance directly to local governments and service providers to assist in mitigating the impacts of recent changes to federal funding and contract requirements and prevent increases in homelessness across the state.

Regards,
[council signatures]

Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency

Incident Commander: Aaron Lande

Operational Period: November 2025

Situation Report # 25

New Emergency Orders

None. The list of existing emergency orders can be found on the City's Homelessness Emergency Declaration page.

Emergency Response

- We have lost 33 people since December 2024 Homeless Memorial
    - 4 in the month of November
- **Vancouver Fire data:** Reporting quarterly – next update in January for 4th quarter.
- **Vancouver Police data:**

Police Events and Time on Events with Unsheltered Homelessness Involvement

	November 2025	Year to Date
# of Events* **(percentage of all events)**	670 (7.8%)	10,229 (9.8%)
Hours spent on events** **(percentage of all police event hours)**	1,404.8 (14.7%)	20,829.8 (17.4%)

*Total number of events officers indicated were related to unsheltered homelessness in the month of November and year to date (YTD), as well as the percentage of all events relative to all police events in November and YTD.

**Total number of officer hours spent on events officers indicated were related to unsheltered homelessness in the month of November and year to date (YTD), as well as the percentage of time spent on these events relative to all events in November and YTD.

HART Activities

- HART conducted clean-ups at the following locations:
  - Area around W 11th, 12th, 13th, and Jefferson, King, Lincoln streets
  - Several scattered sites addressed by Sheila's rapid response crew
  - Regular coordination with WSDOT for outreach and cleanup on their properties along the freeway system in the City of Vancouver

HART Encampment Cleanups and Solid Waste Removal

Type of Operation	Tons Removed
Coordinated health & sanitation encampment cleanups	12.25
HART Encampment Response Coordinator – rapid response crew	8.54
Year-to-date	**283.47**

- Handed out 24 naloxone kits and provided awareness on overdose response to 10 individuals through our partnership with WA State Dept. of Health's Opioid Education and Naloxone Distribution (OEND) Program.
  - 1 overdose was reversed by HART members using these naloxone kits in November, who also began CPR and called for EMS (ambulance). The person survived!
  - OEND supports access to naloxone for people who are likely to experience or witness an opioid overdose by providing free naloxone to organizations and community groups for distribution to clients and community members.

- HART's WSU Intern, Michael, wrapped up the work he has been doing analyzing data and interviewing prior Safe Stay participants. We are looking forward to his full report and will have him share what he has learned at a later date.

Community Engagement

- HART's very own Lon Klugman, an Army Veteran, shared his "Story of Hope" and was featured on local news, KATU's "Operation: Helping Heroes". He appeared in two news segments sharing his own story and providing information on how the Clark County Veterans Assistance Center supports veterans and their families, including veterans living unsheltered.

- Shout out to Jerry Baer and the local knitting guild with 112 members. They meet once per month to knit. This year they knitted more than 50 winter hats and scarves which they decided to donate to our Safe Stay Community members, and to those who walk up to the Safe Stays seeking assistance. Thank you!

Safe Stays/Safe Park

- **The Outpost:**
  - 1 resident transitioned into housing, reuniting with family
  - 1 resident obtained employment and is maintaining their sobriety.
  - 1 resident graduated from Community Court which was huge for them
  - In partnership with Recovery Café, this community enjoyed a wonderful Thanksgiving meal.
  - "November reminded us that progress isn't linear, support doesn't always look like being nice, and showing up matters, even when it's messy."
- **Hope Village:**
  - No move-outs this month, but several residents made significant strides that set them up for housing in the near future.
  - 4 residents are slated to move into housing in December—3 to PSH; 1 to permanent housing through the Everybody In Pilot.
  - 1 resident obtained their birth certificate and ID after 10 years without either!
  - 1 resident obtained their Social Security Card
  - 1 resident had a job interview
  - 1 former resident graduated from a treatment program and will be entering a long-term sober housing support program, a huge step for them!
  - HV supported 1 former senior resident with getting their social security benefits reinstated, connected with health insurance and medical care, finally being assigned a guardian to help manage their care, and move into an Adult Family Home, which is the safest and most stable option for them.
  - 1 resident celebrated 7 months of sobriety!
  - 1 resident engaged in mental health care for the first time
  - 1 resident had their first clean UA in months and has reengaged with meetings and recovery work, determined to maintain their recovery.

- Hope Village "gate activity" was more than 300 contacts again in November, by individuals stopping at their front gate for assistance with food, water, and sometimes safety or peer support. These interactions continue to build trust, offer warmth on cold nights, and connect people to services when they're ready.
- Housing & Retention Program Manager, that built solid relationships, walked alongside site residents, and contributed to so much of the good work and outcomes here, is moving out of state; new staff to fill that role begins 12/15.
- "The community spirit was really felt on Thanksgiving when the community gave so much food to both the safe stay and safe park. Thank you to Mayor Anne and Bleu Door Bakery for bringing our residents Thanksgiving meals. Our residents really felt loved and full."

- **Kiggins Village:**
  - 1 resident transitioned into housing.
  - Several residents are in process for moving into Lincoln Place 2, PSH
  - 7 residents obtained IDs and 3 obtained Social Security Cards.
  - 4 residents participated in detox services.
  - 1 resident entered long-term inpatient treatment.
  - Kiggins Village saw a huge increase in food donations this month from the community.
  - They enjoyed multiple Thanksgiving meals over the holiday weekend.

- **415 West:**
  - 2 residents transitioned to housing; 1 youth (18-24) veteran through HUD-VASH; 1 to LP2 PSH through Share/VHA.
  - 2 residents obtained their ID cards
  - 1 resident completed detox, and 2 residents have the goal of going to inpatient treatment.
  - 3 residents are working towards reunification with their children/families. Since being stabilized at 415, all 3 have been able to visit with children, one for the first time in 6 months.
  - 3 former residents have regained custody of their children, and all are now employed by Outsiders Inn and working as Peers. "The peer support that comes from that lived experience is unmatched."
  - 4 residents are currently engaged with Community Court and pursuing graduation; 2 residents have taken care of warrants and 1 completed 8 hours of community service.
  - There are currently 14 dogs on site. 415 is grateful for I Paw'd It Forward, and Dave and Judy for their pet food donations and weekly check-ins with their furry friends.
  - The community enjoyed a large Thanksgiving feast with plenty of leftovers, because most of their community was able to spend time with family or loved ones for the holiday—not a bad problem to have.

- **Homeward Bound – Safe Park:**
  - 42 total individuals served – including 4 children and 22 pets.
  - 1 resident transitioned to housing
  - 4 residents have been referred to permanent supportive housing programs
  - 1 of the 4 referred to housing has significant medical issues which doctors were reluctant to move forward on without permanent housing. Moving into housing soon will provide stability for the medical care they need.
  - Staff completed several transports to SSA, housing appointments, medical visits, and legal meetings to remove barriers.
  - As it's now getting colder there were a few residents without working heaters and staff distributed extra winter gear, coordinated donations, and checked in closely with anyone reporting medical concerns.
  - "Thanksgiving was a major part of the month. Blue Door Bakery prepared and delivered a full meal for the entire site, and residents were able to sit down together and share a holiday dinner. The Mayor stopped by during Thanksgiving week, helped hand out warm drinks, and spent time talking to residents about their goals and needs. Because SNAP benefits were paused during the federal shutdown, many neighbors and local restaurants stepped up and brought food throughout the month, helping us cover gaps for residents who ran out of groceries."

Bridge Shelter

- Community Open House on Bridge Shelter construction/project on Nov 19th at Walnut Grove Elementary

Community Court

Community Court outcomes	Total individuals
Newly cited/referred to Community Court	47
Opted into Community Court	7
Graduations (successful completion)	3
Community Service hours completed	22.5
Obtained Temporary Housing	1

Mental Health/Substance Use Disorder evaluations completed	3
Accessing/participating in treatment services	3

- Due to less Court days in session during November the numbers reported are lower than usual. We expect the backlog to show up in December reporting.
- Clark County Food Bank provided a special holiday meal to participants and staff, and the Court provided pumpkin pie for dessert.
- St. Vincent DePaul has begun making brown bag lunches each week for participants to take with them. Many participants count on these as an evening meal after court on Fridays.

Property Closures

None. The list of properties closed by emergency orders can be found on the City's Homelessness Emergency Declaration page.

Appreciation

This month, we recognize the Communications team—especially Sophie, Andrew, William, and Paul—for their outstanding storytelling, videos, photos, social media, and coordination of community engagement forums. Their work on the City's homelessness-related web pages, interviews and storytelling, and event support has been exceptional. Their efforts elevate awareness, deepen understanding, reduce stigma, dispel misconceptions, and reflect the City's values of Collaboration, Inclusion, Innovation, Compassion, and Empowerment. We're grateful for their leadership in City Communications and the positive light they bring to such a complex issue.

In recognition that the City's Homelessness Response team could not accomplish what it does alone, especially during this emergency, HART would like to express its appreciation for the many departments, divisions, and individuals who partner in the work:

- Economic Prosperity and Housing Department
- Public Works
- Vancouver Police Department
- Vancouver Fire Department
- Vancouver Parks, Recreation and Cultural Services
- Code Compliance
- Parking Services
- General Services
- Information Technology
- Planning
- Budget
- Legal
- Procurement
- Administrative Assistants
- And countless others who are critical to our mission